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The Solicitors' Journal.

LONDON, AUGUST 5, 1876.

CURRENT TOPICS.

LORD REDDESDALE has prevailed on the House of Lords to agree to the report of the Select Committee on Parliamentary Agency, and but for strenuous efforts the chairman of committees in the House of Commons, on practically a forty-eight hours' notice, would probably have prevailed upon that House to pass a string of resolutions embodying the recommendations of the committee, and affecting most materially the interests of solicitors. We should greatly like to know the reason of all this precipitation. When, in February, 1875, the deputation from the Incorporated Law Society waited on the Speaker to bring before him the importance of restricting the duties of parliamentary agents to properly qualified lawyers, there was no manifestation of any urgent zeal for reform on the part either of that high functionary or of the chairman of committees in the House of Lords. No reply was vouchsafed to the letter which the council sent in reply to Lord Redesdale's letter to the Speaker, and the matter was allowed to go to sleep until near the close of the present session. Then, quite suddenly, a fever of reform appears to have seized the chairmen, and the Houses are urged, in the hurry of the concluding days of Parliament, to consent to arrangements which ought to be subjects of the most mature consideration. The proposal is to place in the hands of the Chairman of committees and the Speaker the arbitrary power of admitting and excluding parliamentary agents. As to the former power, it appears from Mr. Raikes' speech that the taxing master of the House of Lords has expressed an opinion that he "can find out in ten minutes whether a person is versed in parliamentary procedure or not," and this, we suppose, is to be taken as an indication of the manner in which the much-vaunted "special" examination is to be carried out. As to the power proposed to be conferred of depriving a man of his livelihood, after he may have devoted half his life to parliamentary agency, on the mere fiat of two persons, without appeal, and that merely for "neglect of rules," one would really think the very statement of the proposal sufficient to secure its condemnation. If the Society of Parliamentary Agents are willing to agree to this preposterous suggestion we can only say that there is an ancient fable about the substitution of King Stork for King Log which deserves their careful attention.

The other weighty grounds of objection to the proposals can hardly be better stated than they are in the petition of the Incorporated Law Society which we print elsewhere. The governing idea of the committee seems to have been that in some mysterious way a pernicious "monopoly" would be created if the practice before Parliament were restricted to members of the legal profession. But how? Are lawyers or doctors monopolists? In the interests of the public the Legislature has said that no one shall conduct business for others before the law courts unless he possesses a guarantee of qualification. Parliament may equally well say, in the

interests of the public, that no one shall be allowed to conduct private business before either House unless he possesses a guarantee of qualification, viz., an examination in technical knowledge, plus the ordinary examination in legal knowledge; but any one of ordinary ability can obtain this guarantee. Where, then, is the monopoly? The only question is whether knowledge of the principles of law is an essential part of the qualification of a parliamentary agent. This can hardly be doubted. The Speaker's counsel told the committee that "a legal education is extremely important," and "a considerable qualification for parliamentary practice," and the representative before the committee of the Parliamentary Agents' Society stated as one of the three conditions which ought to be obtained in a parliamentary agent, that he should have a general knowledge of law. Then what is the objection to the proposal that this condition should be secured in the same way as it is secured in the case of other practitioners from whom legal qualifications are required? No reason of public advantage, we believe, can be alleged against the proposal, which is in accordance with the tendency of recent legislation, and, more than any other means, would conduce to raising the status of parliamentary agents.

A VERY USEFUL MEASURE has just passed into law. The Bill, now an Act, under the title of "The Settled Estates Act, 1876," was brought into the House of Commons by Mr. Marten, Q.C., M.P. for Cambridge, and having passed both Houses without amendment, received the Royal assent on Monday, the 24th ult., and is now chapter 30 of the Acts of the present session, (39 & 40 Vict.) The Act provides that when, under section 14 of the Settled Estates Act of 1856, any part of any settled estates is directed to be laid out for streets, roads, paths, squares, gardens, or other open spaces, sewers, drains, or watercourses, either to be dedicated to the public or not, the court may direct that any such streets, roads, paths, squares, gardens, or other open spaces, sewers, drains, or watercourses, including all necessary or proper fences, pavings, connections, and other works incidental thereto respectively, be made and executed, and that all or any part of the expenses in relation to such laying out and making and execution be raised and paid, by means of a sale or mortgage of, or charge upon all or any part of the settled estates, or out of any moneys, or investments representing moneys, liable to be laid out in the purchase of hereditaments to be settled in the same manner as the settled estates. The Act was introduced in consequence of a decision of the Master of the Rolls in the present year—*In re Venour's Settled Estate, Venour v. Seldon* (24 W. R. 752, L. R. 2 Ch. D. 522)—by which it was held that, although the court could direct land, part of a settled estate, to be laid out for the purpose of streets and other works, there was no power to raise the necessary expenses, or to direct the works of improvement to be executed. The want of this power was an inconvenience to the owners, as well as to the public, especially in the case of estates becoming suitable for building in the suburbs or neighbourhood of large towns. It is obvious that a general scheme of streets and drainage, carefully planned and executed in the first instance on any large estate about to be laid out for building, is much more likely to conduce to the public health, and to the convenience of the inhabitants, and to the advantage of the neighbourhood generally, than any mode which may leave a plan to be executed casually, and by individuals without any regard to the general efficiency of the whole. The Act is, therefore, one which remedies a considerable inconvenience. It is considered that upwards of a million of money has been waiting to be laid out on the passing of Mr. Marten's Act.

ONE OF THE STRANGEST FEATURES of the singular proceedings as to parliamentary agents is the aversion expressed by the select committee in their report, by

Lord Redesdale in the House of Lords, and by Mr. Raikes in the House of Commons, to the system of division of charges between parliamentary agents and solicitors. Like the Lord Chancellor, we can well understand that parliamentary agents have no partiality for a system by which they do not get their full profits. But why should the public suffer from, or the authorities of the Houses of Parliament wish to interfere with, any arrangement the agents and solicitors choose to make as to division of fees? Mr. Theodore Martin, on behalf of the agents, put the matter before the committee in a manner which appears to have produced a considerable impression. He said that the members of the Parliamentary Agents' Society charged according to the scale of fees settled by the House; that those fees were no more than an adequate remuneration; that to do the work for only half-fees was an admission that the scale was too high; and that if it was reduced they could not afford to carry on their business. The first question which occurs on this is—if half-fees do not pay, how is it that the system of dividing fees has arisen, and continues to this day? Oh, Mr. Martin replies, if a man gives up his "legitimate earnings," the temptation is great "to replace them by some other process; that process is by creating unnecessary work." The system, he says, "has a tendency to corrupt the mind of a parliamentary agent"; it is essential, in fact, for the protection of the frail virtue of the agents that the corrupting practice should be prohibited. In this case, truly, virtue is its own reward. But we venture to entertain a higher opinion of the probity of parliamentary agents than Mr. Martin would lead us to hold. We cannot conceive it possible that any respectable or prudent parliamentary agent would deliberately involve his client in unnecessary costs for the mere purpose of swelling his half-fees into a remunerative bill. There would be the client to reckon with, and the solicitor, too, who had to obtain payment of the bill might find the extravagant total somewhat disadvantageous to his interests. The truth, we believe, is that there is little or no temptation to busy professional men to do more work than is necessary. There is plenty of grist always coming to the mill, and the only thought is how can all the business be got through. It would have been more satisfactory if Mr. Martin had furnished the committee with definite instances of the evil he described. Mr. Raikes essayed to do so in the debate in the House of Commons on Wednesday, but only succeeded in showing that the demand of half-fees by the town clerk, which were afterwards paid into the borough fund, resulted in the saving to the borough of half the parliamentary agent's fees. Are London agents corrupted by the division of profits? If not, why should a practice which has prevailed for many generations in reference to chancery, common law, and bankruptcy business be found all at once to be utterly wrong and "corrupting" when applied to private business before Parliament?

LORD COLERIDGE, in his recent enumeration in the House of Lords of the iniquities of the equity judges, gave a prominent place to the removal of the jury box from the Rolls Court. The Chief Justice of the Common Pleas seemed to see in this momentous fact conclusive proof of a subtle design to thrust the palladium of British liberty out of the Chancery Division. Though no jury ever occupied the pen provided for them, there was comfort in the thought that they might do so. The untenanted benches mutely appealed to the judge and to the suitors, and suggested, as plainly as plain deal boards could suggest, the advertisement "Jury work done here." Lord Coleridge will be comforted to learn that the object of his veneration is still in existence, though it has temporarily disappeared from view. The Master of the Rolls mentioned in court on Wednesday last that the jury box was taken down because it was so placed that counsel could not get to their seats, and he added that

orders were given that it should be placed in some other part of the court, which would be done in the vacation. His lordship, however, in mentioning that the jury box was going to be put up again, did not go so far as to say that he ever expected to have it used by a jury, nor did he intimate in what part of the court a place was to be found for the structure, nor by what name the jury box never occupied by jurors was in future to be called. Perhaps the learned Queen's Counsel who lately discoursed of the female cock pheasant could help us to a solution of this last difficulty.

THE IMPORTANT AND DOUBTFUL QUESTION of whether, under the Judicature Acts, the judges of the Chancery Division are to try jury cases has this week come into prominence, owing to the perseverance of a learned counsel who, after travelling with admirable assiduity between the court of Vice-Chancellor Hall and the Court of Appeal, has at last received the assurance that his case will be hung up until November, when it may be hoped that learned *ex-officio* judges, returning jound and sunburnt from their vacation tours, will bring a calmer frame of mind to the consideration of the subject than is possible at the close of this harassing legal year. The truth is that the matter ought not to have been allowed to simmer so long. It is pre-eminently one which should have been made the subject of consideration in Parliament and of decision by parliamentary legislation. It ought to be treated in connection with the present state of business in the Chancery Division, for if the judges of that division are to try cases by jury some arrangement must be made for adding to their number, or the block of business will become worse than ever.

RESPONDEAT SUPERIOR.

THERE seems to be a turn in the tide of authorities upon the somewhat artificial but well-established exception to the doctrine *respondeat superior*, in the case of a contractor employed to do a lawful work, but who is guilty of negligence causing injury during the performance of such work. The principle upon which this exception has been based is, that an independent contractor, not being the servant of the employer, is not subject to his control in the fulfilment of the duty he has engaged to perform, and therefore his employer ought not to be held responsible for the lawful and proper performance of such duty. It is obvious, of course, that, if the employer retains or exercises any control over the work while in progress, the principle will not apply, and so it was speedily held. It has also been decided that if the act contracted for is unlawful the employer cannot escape from liability by the employment of a contractor; that where the employer has a statutory duty to perform he cannot get rid of his obligation to fulfil it by intrusting the performance to a contractor, and that where the law casts upon the employer a duty to the public at large—such, for example, as the duty of not exposing them to danger from a nuisance incident to the execution of the work—he will be liable for such nuisance arising during the execution of the work by the contractor.

It remained to be decided whether the same principle applied to the neglect of a merely private duty. In *Butler v. Hunter* (10 W. R. 214), an action was brought for damage done to the house of the plaintiff, through the negligence of the contractor employed by the defendant to pull down the adjoining house, in removing a beam from a party-wall and not shoring up the plaintiff's house, which, as a reasonable precaution, ought to have been done. Both houses were ancient houses, and a count in the declaration alleged a right of support. The Court of Exchequer held that there was no evidence of the defendant's liability. "No doubt," said Pollock, C.B., "where a thing is in itself a nuisance, and must be prejudicial, the party who employs another to do it is

responsible for all the consequences that may have arisen; but when the mischief arises, not from the thing itself, but from the mode in which it is done, then the person ordering it is not responsible unless the relation of master and servant can be established." And Wilde, B., added, "It seems that the absence of a proper shoring is like the absence of a proper hoarding, or one of the ordinary precautions that belongs to the proper taking down of a wall in a tradesman-like way. Then it is said that the defendant ought to have given orders to do it in a tradesman-like way, or ought to have pointed out what was requisite. That would seem to be extremely unreasonable, because it would proceed upon the supposition that an unskilled person should point out to a skilled person the proper way to do the work. I think, as a matter of course, if a man gives an order to a tradesman to do a thing, he means him to do it in a reasonable, ordinary, tradesman-like way." The rule for a new trial on the ground that there was evidence of the defendant's liability was discharged. We may add to the observations of Wilde, B., above quoted, those made more recently in the House of Lords by Lord Westbury, who, in giving judgment in *Daniel v. Directors of the Metropolitan Railway* (20 W. R. 41, L. R. 5 E. & I. 61), where a contractor's servants let fall a girder they were raising over the defendants' railway upon the plaintiff, said: "The ordinary business of life could not go on if we had not a right to rely upon things being properly done when we have committed and entrusted them to persons whose duty it is to do things of that nature, and who are selected for the purpose with prudence and care, as being experienced in the matter, and are held responsible for the execution of the work. Undoubtedly, it would create confusion in all things if you were to say that the man who employs others for the execution of such a work, or the man who is a party to the employment, has no right whatever to believe that the thing will be done carefully and well, having selected, with all prudence, proper persons to perform the work, but that he is still under an obligation to do that which in many cases would be impossible—namely, to interpose from time to time in order to ascertain that that was done correctly and properly the business of doing which he had rightfully and properly committed to other persons."

It seems difficult to reconcile with these expressions of opinion the decision of the Queen's Bench Division in the case of *Bower v. Peate* (L. R. 1 Q. B. D. 321.). The plaintiff and defendant were the respective owners of two adjoining houses, the plaintiff being entitled to the support for his house of the defendant's adjacent soil. The defendant employed a contractor to pull down his house, excavate the foundation, and re-build it, and in the specification according to which the contractor undertook to do the work there was the following clause:—"The adjoining buildings must be well and sufficiently propped and upheld during the progress of the works by the contractor, who shall be required to take the responsibility, and to make good any damage occurring thereto." The plaintiff's house was damaged during the works, owing to the means taken by the contractor to support it being insufficient. The court held the defendant was liable, even if the undertaking as to risk, &c., had amounted (they said it did not amount) to an express stipulation that the contractor should do, as part of the works contracted for, all that was necessary to support the plaintiff's house. Instead of treating the clause in the specification as showing that the defendant had cautiously provided against mischief to his neighbour, the Queen's Bench Division seem to have regarded it almost as evidence of negligence, saying that the effect of it was, not that the defendant ordered or stipulated for any specific work necessary for the support of the adjoining buildings, but that he left the recourse to such work entirely at the discretion of the contractor, stipulating only that the latter should bear him harmless in the event

of any damage taking place (p. 326). With much deference, we doubt whether the clause will fairly bear this construction.

But coming to the broader ground upon which the judgment was based, we find that ground stated as being "that a man who orders a work to be executed, from which, in the natural course of things, injurious consequences to his neighbour must be expected to arise, unless means are adopted by which such consequences may be prevented, is bound to see to the doing of that which is necessary to prevent the mischief, and cannot relieve himself of his responsibility by employing someone else—whether it be the contractor employed to do the work from which the danger arises, or some independent person—to do what is necessary to prevent the act he has ordered to be done from becoming wrongful." The concluding words of this extract point to the rule that the right of support in respect of adjacent land is not absolute, but of a qualified kind only, and is not infringed until damage has actually happened from the act which thereupon becomes an infringement. In the recent case, therefore, the defendant selected and employed a competent contractor to do a lawful act in a lawful manner. The removal of the soil was not *per se* any violation of duty; it would only become so if any damage resulted to the adjacent house or land. What, then, was the violation of duty by the defendant? Wherein did his negligence consist? The decision in *Bower v. Peate* does not rest upon the ground that the negligence of the contractor was the negligence of the employer, nor wholly on the infringement of the *quasi* right of support. If put upon the former ground, it would practically have abolished the exception of the case of a contractor from the doctrine *respondent superior*, if on the latter, the judgment might have been expressed in a few words thus: The landowner who, excavating his land by himself or an agent, interferes with a neighbour's right of support for the land adjacent does so at his peril, and if damage results is responsible. But this, although in effect the scope of the judgment, could not be expressed without re-affirming the principle of *Bush v. Steinman* (1 B. & P. 404) as to the absolute liability of the owner of fixed property for injurious acts done thereon, and "the decision in *Bush v. Steinman* is almost, if it be not entirely, overruled" (*per* Parke, B., *Gayford v. Nichols*, 23 L. J. Ex. p. 207). Neither of the foregoing cases is referred to in the judgment in *Bower v. Peate*, but two authorities are cited as in point, viz., *Pickard v. Smith* (10 C. B. N. S. 470), where something like a public nuisance had been created by a contractor leaving unguarded a coal trap on a railway platform, and *Gray v. Pullen* (5 B. & S. 970), where there was a statutory duty, and upon that ground the Exchequer Chamber, in a judgment the reasoning of which has since been said in the House of Lords to be "not at all satisfactory," overruled the decision of the Queen's Bench given in favour of the defendant who had employed a contractor to dig a trench across the highway, and from the negligence of the latter in filling it up the plaintiff's wife had been hurt.

The decision in *Bower v. Peate* certainly seems to create another distinction in this somewhat difficult branch of the law of torts by laying down a difference between the case of a man employing a contractor to do work "from which if properly done no injurious consequences can arise, and handing over to him work to be done from which mischievous consequences will arise unless preventive measures are adopted" (p. 326). We should have thought that the excavation of a cellar was work from which, if properly done, no danger could arise, and moreover that the builder who did it would know how to do it better than the gentleman whose wine it was destined to contain. But if the decision in *Bower v. Peate* is correct it would seem that the latter must personally learn—first, what is "the natural course of things;" secondly, what are the appropriate "injurious consequences" to be expected; and, thirdly, what

are the means "by which such consequences may be prevented." And he must then "see to the doing of that which is necessary to prevent the mischief"—we presume by watching the contractor of the cellar from hour to hour.

The New Practice.

CASES OF THE WEEK.

SETTING DOWN APPEAL—PRODUCTION OF OFFICE COPY OF ORDER APPEALED FROM—REFUSAL OF INTERLOCUTORY MOTION—ORD. 58, RR. 8, 15.—On the 29th ult., in a case of *Smith v. Grindley, Whitehorse*, for the plaintiffs, applied to the Court of Appeal to direct an appeal to be set down for hearing under the following circumstances:—On the 30th of June Malins, V.C., refused an interlocutory motion made by the plaintiffs, and directed that they should pay the defendants' costs. On the 19th of July the plaintiffs gave notice of appeal from this decision, naming the 24th of July as the day for the hearing of the appeal, in accordance with ord. 58, r. 4. It was the duty of the defendants' solicitors to draw up the Vice-Chancellor's order, and they did not obtain an appointment to settle it until the 18th of July. The order was entered on the 22nd of July, but the plaintiffs' solicitor could not procure an office copy of it (though he made several applications for it) until late in the afternoon of the 27th of July. On the 28th of July the plaintiffs' solicitor attended at the registrar's office to set down the appeal, but the registrar refused to set it down, on the ground that the day named in the notice of appeal had already passed. The court (James and Mellish, L.J.J., and Baggallay, J.A.) directed the appeal to be set down, observing that the plaintiffs could not be deprived of their right of appeal by the delay of the other side in the drawing up of the order. The court also said that r. 8, which requires the production of the order appealed from, or an office copy of it, to the officer of the Court of Appeal, does not apply to an appeal from the mere refusal of an application. In such a case the appeal may be set down without the production of the order or a copy of it.

INTERIM PRESERVATION OF PROPERTY—APPOINTMENT OF RECEIVER AND MANAGER—SECURITY—APPLICATION TO COURT OF APPEAL—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 8—ORD. 52, RR. 1, 3, 4.—In a case of *Hyde v. Warden*, an action was brought in the Exchequer Division for the specific performance of an agreement by the defendant to take a lease of a farm from the plaintiff. The action was tried at Lewes, on the 9th of March, before Lord Coleridge, C.J., when the jury found a verdict for the plaintiff. Judgment was reserved, and on the 17th of May, upon a motion by the plaintiff for judgment and a motion by the defendant for a new trial, the divisional court (Kelly, C.B., and Clesby, B.) ordered judgment to be entered for the defendant. On the 21st of June the plaintiff gave notice of appeal, and the appeal was afterwards set down, but it has not yet come on for hearing, and is not likely to be heard until November next. On the 29th ult. the plaintiff, by special leave, applied to the Court of Appeal for the appointment of a receiver and manager of the farm. No previous application had been made to the divisional court. There was evidence that the farm was in a bad state of cultivation—indeed, that it had been utterly neglected, and that it would be for the interest of both parties that immediate steps should be taken for its proper cultivation. The court (James and Mellish, L.J.J., and Baggallay, J.A.) appointed the plaintiff receiver and manager. It was suggested on behalf of the defendant that the plaintiff ought to give some security, but the court said that it was clear from the evidence that his appointment would of necessity involve him in large expenditure, and they only required him to give an undertaking to abide by any order which the court might make in the matter.

ENTERING ACTION FOR TRIAL—REFUSAL OF JUDGE TO GIVE DIRECTIONS—POWER OF COURT OF APPEAL—ORD. 36, RR. 3, 10, 10A, 14.—On the 31st ult., in a case of *Gertling v. Royle, Whitehorse*, on behalf of the plaintiff, applied *ex parte* to the Court of Appeal under the following cir-

cumstances:—The suit was instituted in January, 1875, in the Court of Chancery to have some promissory notes which the plaintiff had signed declared void, and delivered up to be cancelled. In May, 1876, some of the defendants obtained leave to deliver a counter-claim against the plaintiff and other defendants. On the 21st of June the plaintiff delivered his reply, and on the 30th of June the persons who were defendants to both the bill and the counter-claim delivered their reply to the counter-claim. Issue on the replies to the counter-claim was then joined. On the 27th of July the plaintiff gave notice of trial by a judge and jury in Middlesex for the 7th of August. He then applied to a registrar of the Chancery Division to enter the case for trial. The registrar refused to do so without the directions of the judge. Application was then made to the associate of a common law division, but this application was refused, on the ground that instructions had been given not to enter for trial any actions in the Chancery Division. The plaintiff then applied to Hall, V.C., for directions to enter the case for trial, but his lordship, having regard to the present state of the business in his court, declined to give any directions. Application was then made to the Court of Appeal. The court (James and Mellish, L.J.J., and Baggallay, J.A.) said that they could not interfere. They had only an appellate jurisdiction, and no order had been made which could form the subject of an appeal. And at any rate they could not decide a question of so much importance upon an *ex parte* application. The application was afterwards renewed upon notice before Hall, V.C., who declined to do anything but extend the time for entering the action for trial until November. On the 2nd inst. *Whitehorse* applied to the court of appeal with the view of getting an appeal from the Vice-Chancellor's refusal heard before the Long Vacation. The court, however, said that the question was one of such importance that it must be heard by the full court, and this could not be done during the circuits. The appeal could not, therefore, be heard until November.

COSTS IN PROBATE ACTIONS TRIED AT THE ASSIZES.—In the Probate, Divorce, and Admiralty Division, on the last inst., in the case of *Wood v. Browne*, which had been tried on circuit before Lush, J., *Starke*, for the plaintiff, moved the court to decree probate of the will to the plaintiffs as executors, and that they might have the costs of the action. The will had been contested by the defendants, but the jury had found all the issues in favour of the plaintiffs. *G. Browne* asked that the defendants might have their costs out of the estate. The President of the Division referred to the provision in ord. 55, that "where any action or issue is tried by a jury the costs shall follow the event, unless upon application made at the trial, for good cause shown, the judge before whom such issue is tried, or the court, shall otherwise order"; and he expressed his surprise that the order had never been referred to in similar cases. He ordered probate of the will, but postponed the question of costs till he had communicated with Lush, J. He added that if the latter thought the plaintiff ought to have his costs the question would not arise, but otherwise the effect of ord. 55 would have to be considered.

STRIKING OUT STATEMENT OF CLAIM—PROLIXITY—EMBARRASSING ALLEGATIONS—DISCRETION OF JUDGE—ORD. 27, R. 1; ORD. 19, R. 4.—On the 2nd inst., in a case of *Watson v. Rodwell*, the Court of Appeal affirmed the refusal by Malins, V.C., of a motion by the defendant to strike out the whole of the plaintiff's statement of claim as being prolix and embarrassing, or, in the alternative, to order it to be amended so as to raise in a proper way the real questions in controversy between the parties. The statement of claim was a very lengthy document, consisting of 120 folios, and containing various "charges" in the old style of chancery pleading. The Vice-Chancellor said that (with the exception of one paragraph which the plaintiff assented to having struck out) the allegations would not have been improper under the old system, and that the question would be best raised upon the taxation of costs. But he did not rest his decision on this ground, for he took the statement of claim home with him and read it through, and after doing this he came to the conclusion that he ought to refuse the application. The Court

of Appeal (James and Mellish, L.J.J., and Baggallay, J.A.), finding that the Vice-Chancellor had in this way exercised a judicial discretion in the matter, declined to interfere, in accordance with the rule which they laid down in *Golding v. The Wharton Company* (24 W. R. 423, L. R. 1 Q. B. D. 374). But they said that, if the Vice-Chancellor had decided the case on what they considered a wrong principle, they should have reviewed his decision—if, for instance, he had based his decision upon the notion that the old rules as to equity pleadings were still to prevail in the Chancery Division, a notion from which they entirely dissented. Lord Justice James said that, on the one hand, it was most important that pleadings under the new system should not be permitted to become the source of oppression and expense, as they were formerly in the Court of Chancery; but, on the other hand, it was very undesirable to encourage appeals in matters of mere discretion. Lord Justice Mellish said that the old system of "charges" was intended to be entirely abolished under the new rules. The method of pleading was to be the same in all the divisions. Facts were to be pleaded, and not evidence, and "charges," which amounted merely to a statement of the pleader's view of the equity of the case, ought to be entirely omitted. On the other hand, the pleadings ought now to contain a clear statement of the facts on which the party relied, in contradistinction to the old common law system of pleading. His lordship also said that, if a pleading was utterly unintelligible, the proper course would be to strike out the whole of it, it not being the duty of a judge to go through a long statement and settle it word by word. Such a course would be a mere waste of judicial time.

Reviews.

TAXES.

A SKETCH OF THE HISTORY OF TAXES IN ENGLAND FROM THE EARLIEST TIMES TO THE PRESENT DAY. By STEPHEN DOWELL. Vol. 1. Longmans, Green, & Co.

Mr. Dowell describes his book as "something between a history and the sketch of a history." In this description he hardly does justice to a work which, in many parts, from the care and trouble bestowed, deserves the name of a history. It is true, however, that the execution is unequal; in many places, as we have said, the work is full of elaborate detail; in others it amounts to little more than an outline. Moreover, its style and tone are often rather those of a popular sketch than of a serious history. Mr. Dowell is afflicted with an unfortunate dread of the effect upon his readers of the dryness of the subject, and in order to obviate this he has adopted what he terms a "style of writing . . . lighter than that usually adopted in treating a fiscal subject." The effect is sometimes rather singular. We take up a book on taxes, and find the following statement with reference to Queen Elizabeth: "That tall, beautiful, and stately form was supported right royally. In a word, Elizabeth had a handsome leg." We turn to an account of the history of the liquor laws, and we come upon a statement that the Legislature "has chained John Barleycorn and Bacchus to the Gin Fiend." We do not think this particular kind of "lighter style" a success; but the various incidental sketches of matters not strictly within the limits of the subject of the work—as, for instance, the accounts of the assessments of movables at different times, as illustrating the ordinary contents of houses and the stocks-in-trade of different classes of tradespeople, and the accounts of the state of agriculture and commerce at particular periods—add much to the interest of the book. Persons who are not attracted by the subject of the book will find in it a great deal of curious and amusing information. The work, as a whole, seems to us to be one of considerable value. Much labour has been bestowed upon it, and the details appears to be accurately stated and carefully arranged. It is not quite complete. We find, for instance, no adequate treatment of the power of taxing

themselves in Convocation which the clergy preserved after they ceased to attend in Parliament. It may be, however, that this is left for treatment in the next volume.

Notes

WE REFERRED last week to the opinion expressed by the Court of Appeal, in affirming the decision of the Master of the Rolls in *Taylor v. Taylor*, that the learned judge did not intend to lay down any general rule that an equitable tenant for life cannot petition under the Leases and Sales of Settled Estates Act. On the 28th ult., the question came before Vice-Chancellor Malins, who said that he did not understand *Taylor v. Taylor* to decide that, in the simple case of real estate vested in trustees upon trust to receive the rents and pay them to an equitable tenant for life, the latter was unable to petition under the Act. He thought that the mere fact of trustees being interposed made no difference as to the power of tenants for life to petition. In the case before him the equitable tenant for life was in fact in possession of the estate by permission of the trustees, and such a person, he thought, clearly came under the words of the 16th section: "Any person entitled to the possession or to the receipt of the rents and profits, &c." He thought that a liberal construction should be put upon this and all other Acts passed for the benefit of real estate and those who were in the enjoyment of real estate.

In the same case the twenty-one days mentioned in ord. 41, r. 20, of the consolidated orders had not expired. The order was nevertheless made; it being stated by the registrar that such orders were frequently made before, and drawn up and dated after, the expiration of the twenty-one days.

THE INCONVENIENCE of constituting an appellate tribunal with an even number of members was strikingly illustrated last week in the final result of the case of *Anderson v. Morice*. The action was brought on a policy of insurance upon a cargo of rice to be shipped upon a certain vessel at Rangoon, which cargo the plaintiff had contracted to purchase. The ship was lost before the loading was completed, and at the trial at Guildhall in February, 1874, it was contended (among other points), that the plaintiff had no insurable interest in the rice, but the Court of Common Pleas (consisting of Lord Coleridge, C.J., Brett, J., and Keating, J.), held that he had a sufficient interest in the cargo already shipped to maintain the action, since he had the option under the contract of electing to accept an incomplete cargo (23 W. R. 180, L. R. 10 C. P. 58). The majority of the Court of Exchequer Chamber (Bramwell, B., Blackburn, J., Lush, J., Pollock, B., and Amplett, B.) reversed this decision, on the ground that while the lading was incomplete the plaintiff had no risk, and consequently no insurable interest in the rice, Quain, J., being in favour of affirming the judgment below (24 W. R. 30, L. R. 10 C. P. 609). After four days' elaborate arguments and an adjournment for consideration it was found that the law lords were equally divided, Lords Chelmsford and Hatherley being in favour of the defendant, and Lords O'Hagan and Selborne in favour of the plaintiff. Thus the decision of the Court of Exchequer Chamber was affirmed, there having been seven opinions on the side of the defendant, and six on the side of the plaintiff; but if the Court of Common Pleas had been constituted with four judges, the judicial numbers would have been just evenly balanced.

IN A CASE OF *Highley v. Stansfield*, before Vice-Chancellor Bacon on the 24th ult., a petition had been presented to obtain the sanction of the court to the compromise of five suits which had been instituted by various parties. Counsel in stating the case commented on the fact that no less than sixteen consent briefs had been delivered by one or two firms of solicitors who represented various interests. It was contended by counsel for the various parties that the interests were distinct and required to be separately represented, and that it would not be proper to compromise the

rights of parties having interests opposed to each other without the aid of counsel for each separate interest. The Vice-Chancellor said that the costs incurred in investigating and settling the rights of the various parties were undoubtedly properly incurred, but that he could not sanction the allowance of even taxed costs for sixteen consent briefs. If the parties agreed to it, he should limit the costs of the appearance of each set of parties appearing to ten guineas; if not he would hear what they had to say in the matter. His lordship's proposal to allow ten guineas for each set of costs was ultimately agreed to.

IN A CASE recently heard before the Court of Appeal a bankruptcy petition had been presented in June, 1875. It was not heard until June, 1876, when an order was made with which the petitioning creditor was dissatisfied, and from which he appealed. Evidence was given that on two occasions the petitioning creditor's solicitor had consented to an adjournment of the hearing of the petition on the terms of receiving payments from the debtor (in money and acceptances) for expenses and "bonus," or consideration, for the adjournment. Upon this ground the Court of Appeal (James and Mellish, L.JJ., and Baggallay, J.A.) dismissed the appeal, characterizing what had taken place as an abuse of the process of the court. The court, they said, had a right to refuse to make an adjudication if the petition was being used for an improper purpose, and their lordships added that, if the solicitor had made these arrangements without the knowledge of the petitioning creditor, it might render him liable to very serious consequences in a proceeding of a different nature.

IN A CASE of *Re Entwistle*, heard on the 27th ult., an attempt was made to show that the proceeds of the sale of certain goods had been specifically appropriated to meet the bills of exchange which the vendor had drawn upon the purchaser for the invoice price of the goods, and for that purpose reliance was placed on *Frith v. Forbes* (11 W. R. 4, 4 De G. F. & J. 409). The court, however, said that that case depended upon the relation of principal and agent, and had no application to a case of vendor and purchaser, and they affirmed the decision of the registrar that there had been no specific appropriation. That the decision in *Frith v. Forbes* depended upon special circumstances was pointed out by the Court of Appeal in *Robey & Co. v. Ollier* (20 W. R. 956, L. R. 7 Ch. 695), but, as it appears still to be misunderstood, it may be useful again to call attention to the distinction.

IN ANOTHER CASE of *Re Woods*, heard the same day, the trustee in a bankruptcy had applied to the court for, and had obtained, leave to disclaim within a month a lease which had been granted to the bankrupt. The order giving the leave was made on the 25th of May. On the 15th of June a person, with whom the bankrupt had deposited the lease by way of equitable mortgage, gave notice of appeal from the order. But, meanwhile, on the 13th of June, the trustee had executed a disclaimer of the lease. The Court of Appeal held that under these circumstances the appeal was too late, and that the appellant ought to have applied to stay the execution of the order. So that, though the appeal had been presented within the time fixed by the rules, it was still too late, inasmuch as the bankrupt's interest in the lease had already been determined with the leave of the court.

ON THE 27TH INST., the Court of Appeal affirmed the decision of the Chief Judge in *Re Smezcum*, which we noted *ante*, p. 665, and in so doing decided for the first time a question upon which considerable doubt has been entertained as to the effect of that provision of the Bankruptcy Act, 1869, which enables a trustee in bankruptcy to disclaim an onerous or unprofitable contract of the bankrupt. This power is given to the trustee by section 23, which further provides that, on the execution of the disclaimer by the trustee, the contract "shall be deemed to be determined from the date of the order of adjudication," and that, "any person injured by the operation of this section shall be deemed a creditor of the bankrupt to the extent of such injury, and may accordingly prove the same as a debt under the bankruptcy." By section 24 the trustee is not to be

entitled to disclaim when he has been called upon in writing by any person interested to decide whether he will disclaim or not, and has for twenty-eight days neglected to give notice whether he disclaims or not. Section 25, sub-section 2, gives the trustee power "to carry on the business of the bankrupt so far as may be necessary for the beneficial winding up of the same." Section 31 provides that (with certain limited exceptions) "all debts and liabilities, present or future, certain or contingent, to which the bankrupt is subject at the date of the order of adjudication, or to which he may become subject during the continuance of the bankruptcy by reason of any obligation incurred previously to the date of the order of adjudication, shall be deemed to be debts provable in bankruptcy." The question which arose in *Re Smezcum* was this:—If the trustee of a bankrupt is called upon to say whether he will or will not disclaim a continuing contract of the bankrupt, and he does not disclaim, but, on the contrary, goes on performing the contract for a time and then abandons it, what is the remedy of the other party to the contract? Is the trustee personally responsible for damages for the breach of contract, or is the bankrupt's estate responsible for the full amount of the damages, or is the bankrupt himself responsible, or is the injured party only entitled to prove against the estate for the damages? The question arose thus in *Re Smezcum*:—The debtor, who was a builder of railway wagons, had, before his liquidation, entered into a contract with the proprietors of a colliery to repair and keep in order for them a number of railway wagons for a term of years at a fixed annual payment per wagon. After the commencement of the liquidation the trustee was called upon by the colliery owners to determine whether he would disclaim the contract or not. He did not disclaim it but continued to perform it for two years, and then, finding that it would no longer be profitable, he gave notice to the colliery owners that he would perform it no longer. The Chief Judge held that, under these circumstances, the only remedy of the colliery owners was to prove against the estate of the debtor for the damages arising from the breach of contract, and this decision was, after a very full argument, affirmed by the Court of Appeal (James and Mellish, L.JJ., and Baggallay, J.A.). It was argued with great force by Mr. Benjamin, on behalf of the appellants, that the effect of the trustee's not disclaiming the contract when called upon so to do was that he adopted the contract on behalf of the estate, i.e., on behalf of the creditors, that it thenceforth became a new contract carried on for the benefit and on the responsibility of the estate, and that the estate was liable, just as executors would be on a contract of their testator. Otherwise, it was said, the provision of section 24, limiting the time within which the trustee could disclaim, would be useless. And, moreover, the fact that a right of proof was given in the case where the trustee did disclaim justified the inference that it was not intended there should be a right of proof when he did not disclaim. The court, however, held that the old law that an executory contract is not put an end to simply by the bankruptcy of one of the parties remains unaltered, except so far as it is expressly altered by sections 23 and 24. Those sections, however, contain nothing to take away the personal liability which, under the old law, would have still attached to a bankrupt on his executory contracts, except when the trustee disclaims the contract. If the trustee did not disclaim, then, but for section 31, the bankrupt would have remained liable, just as he would under the old law, for any breach of a continuing contract committed after the adjudication. Formerly, there would have been a right of action for the breach against the bankrupt personally, but, by section 31, a right of proof against his estate is now substituted for this right of action, and the bankrupt himself is released. If the trustee did not disclaim the contract, but carried it on for a time and then abandoned it, the damage thus resulting was, within section 31, a liability to which the bankrupt "became subject during the continuance of the bankruptcy by reason of an obligation incurred previously to the date of the order of adjudication," and was, therefore, provable against the bankrupt's estate. Section 25 (sub-section 2) gave the trustee no greater power than an assignee in bankruptcy possessed under the old law.

PARLIAMENTARY AGENCY.

IN the House of Lords on the 29th ult., on the order of the day for resuming the adjourned debate on the motion to agree to the report of the select committee on this subject,

Lord REDDESDALE took occasion to dwell on the importance of having a recognized body of parliamentary agents, and quoted the evidence of Mr. Theodore Martin and other authorities with respect to the expediency of having an alteration made in the system of dividing profits as between these agents and solicitors.

The LORD CHANCELLOR said that after the time which had elapsed since the subject had been brought under the notice of the public he had no wish to place himself in a position of antagonism, with reference to it, to his noble friend, by whom the private business of the House was conducted with so much efficiency and wisdom. He had received a number of communications on the subject, almost all of which were directed to the point of the division of profits between parliamentary agents and solicitors. Mr. Theodore Martin seemed to think the division of profits very objectionable, and if he were a parliamentary agent he would probably be of the same opinion, because if they were not divided the parliamentary agents would get the whole of them. His noble friend had not heard what the law societies of London and Liverpool had to say on the other side, and if it was a perfectly well-understood thing, as it was, that between the country and the town solicitors there might be a division of fees, he could see no good reason why there should not be a similar division between country solicitors and parliamentary agents. There was besides the difficulty, or rather the impossibility, of enforcing any rule which might be made on the subject; for, if it were deemed desirable by those concerned that the profits should be divided, a way of doing so would readily be found.

The Earl of CAMPERDOWN contended that there was no analogy between the case of the country and town solicitor and that of the former and the parliamentary agent, and that the rule in question could be very easily enforced.

The report was agreed to.

In the House of Commons, on Wednesday, Mr. RAIKES said he proposed, on a notice somewhat of the shortest, to call attention to the subject of parliamentary agency. The necessities of the case made it inconvenient for the chairman of the other House and himself to take part in the deliberations of a committee or to devote attention to the matter at an early period of the session, and the delay which had occurred was therefore unavoidable. It was impossible for him to indicate to the House the line he proposed to take until Saturday, when he placed the notice on the paper. Though he thought it desirable that the report of the joint-committee should be discussed before the close of the session, he did not propose to press for a decision upon it considering the shortness of the notice. There were three principal matters with which the report dealt—first, the constitution of the roll of practitioners; secondly, the mode of ascertaining the fitness of persons to practise; and, thirdly, the question of the division of profits between agents and solicitors. With regard to the constitution of the roll, it was above all things desirable that Parliament should not be suspected of the design of depriving any man of the means of earning an honest livelihood, and the question was how to reconcile the interest of the public with individual interests. He did not think there would be much difference of opinion as to the proposal that there should be a recognized body of parliamentary agents. It was desirable, therefore, to lay down a rule by which the status of parliamentary agents might be determined. The proposition of the committee was that the roll should, in the first instance, comprise the names of all persons who, during this or the preceding Parliament, had conducted any private Bill through both Houses, and such other gentlemen as the chairman of the House of Lords and the Speaker of the House of Commons might consider to have a special right to be placed upon it. Representations had been made to him on behalf of the solicitors of the great railway companies, whose work was so heavy that they usually delegated to regular parliamentary agents the conduct of Bills. It seemed but fair that these gentlemen should not be excluded on account

of the largeness of their business, and he had no doubt that their case would be considered by the chairman of the other House and the Speaker. Another point here arose as to the question of opposition. With regard to that the committee were unanimously of opinion that any person should be allowed to conduct opposition to a Bill, though in certain cases it would be desirable that an expert should be employed. The second important point to which the report called attention was a test of fitness for the future. And here he must admit there was a strange irony in fate when he, who had never hesitated to say that he had no confidence in any examination as a test of fitness, found himself advocating examination in this instance. He thought that a much more effectual test would be service in the office of an experienced person; but that was open to the serious objection that it would confine to a few, who would be able to exact large fees, the business of educating their successors, and that a monopoly would be created. The apprenticeship test was therefore abandoned. They had therefore to fall back on examination, and though he had no great confidence in any examination as a test of general fitness, there could be no doubt, where the special knowledge of an expert was required, it was much easier to apply this test successfully than in a wider field. It was stated by the taxing master of the House of Lords, who had an experience of forty or fifty years, that he could find out in ten minutes whether a person was versed in parliamentary procedure or not. Agents originally were not solicitors, but clerks of the House, and when in 1836 it was decided that clerks of the House should no longer practise as agents, many of them surrendered their clerkships in order to practise as before. Some of the best parliamentary agents had not been solicitors at all, and therefore it was thought desirable that Parliament should institute a test of special fitness of its own, which would enable persons who were not solicitors, or who had not been called to the bar, to practise as agents. A much more vexed question was as to the division of profits. A country solicitor believed himself capable of doing anything, and he would probably be very unfit for his business if he did not; he conducted cases through the courts of chancery, common law, and bankruptcy, and therefore he considered himself capable of conducting a private Bill through Parliament. The committee were of a different opinion, and had come to the conclusion that parliamentary agents should not divide the fees with solicitors for duties which the latter were not capable of performing. Country solicitors who employed parliamentary agents were entitled under the present system to half the fees, because if in London they maintained that they could conduct the Bills themselves and have the entire fees. But if special fitness was required, the case was considerably altered. The work was practically done by one man, but the country solicitor was entitled to make a charge over and above what was paid to the parliamentary agent. Suppose the fee was ten guineas for drawing a Bill, the country solicitor would receive seven guineas for doing nothing, besides half the ten guineas charged for the drawing of the Bill. That was not an equitable practice, and it was injurious in other ways, because the agent was obliged to make charges, such as for attendance, which otherwise he would not do, so that both client and agent suffered. A Bill affecting the interests of a very important borough was introduced; it was promoted by the town clerk, who was paid by salary, not by fees. The town clerk, however, made a charge upon the parliamentary agent, who, thinking him to be a customer it would not be wise to disoblige, paid him 100 guineas out of his fee. The matter was brought before the town council, which ordered the money to be paid into the borough fund. This practice of dividing fees was one which ought not to be allowed to continue. The hon. member quoted from a memorial which had been presented by a considerable body of parliamentary agents in support of this view, and proceeded to say that he had no wish to push the matter forward at the present in opposition to the wish of any considerable number of members of the House. At the same time it was a matter of much importance, and the settlement of it ought not to be delayed longer than was absolutely necessary. There could be no doubt that for the profession of a parliamentary agent certain special qualifications were necessary; but it was equally important that agents should be men in whose char-

acter implicit trust could be placed. Another point of importance was that in both Houses definite rules of procedure should be laid down and followed. In the House of Lords there were no such rules at present, for the obvious reason that Lord Redesdale was a sort of embodied code, but the noble lord was mortal, and it was important that the results of his long experience and wide knowledge should be gathered together for the guidance of those who might succeed him. While he was willing for the present to postpone the consideration of this question, he hoped the House would not allow the result of much unprejudiced and painstaking labour on the part of the committee to be lost to the country. The hon. member concluded by moving the first of the following series of resolutions:—

"1. That this House, having considered the report of the Joint-Committee on Parliamentary Agency, is of opinion that it is desirable to lay down more definite rules respecting the practice of parliamentary agency, and the regulation of the conduct of parliamentary agents. 2. That, in the opinion of this House, the efficient conduct of private Bills through Parliament will be further secured by the establishment of some standard of general and special fitness in the case of persons seeking hereafter to be admitted to practise as parliamentary agents. 3. That this House, having regard to the objects sought to be attained by the establishment of the existing scale of fees for parliamentary agents, considers that the division between agents and solicitors of profits obtained by services rendered by the former to the latter is contrary to the intention of Parliament in fixing that scale. 4. That Mr. Speaker be requested, in concert with the authorities of the other House of Parliament, to frame rules to give effect to these resolutions."

Sir J. M'KENNA moved as an amendment to the first resolution, "That at this late period of the session, and without further time for the consideration of the report of the joint-committee, it is not expedient to delegate the powers of Parliament for the purpose of constituting parliamentary agency as a distinct profession." The hon. member said the subject of this report only came under the consideration of hon. members within the last forty-eight hours, and the subject to which it referred was too great to be satisfactorily dealt with after so short a period for thought concerning it, and at the far-end of the session. There was much in the details of the report to which he objected, and among other things that, if carried into effect, it would create an entirely new profession, a proceeding contrary to the policy which the Legislature had pursued under analogous circumstances, as in the case of the proctors in the consistorial courts. No less an authority than the Lord Chancellor had expressed an opinion that many of the details of the scheme were fraught with danger, and that alone ought to decide the House not to proceed further with the business in the present session.

Sir W. HARCOURT thought the statement of the chairman of ways and means was one which would satisfy all persons interested in the matter that the intention of the select committee was to deal fairly with all the interests involved. It would also satisfy hon. members that the subject was too large a one to be satisfactorily settled at this late period of the session. One feature which he missed from the speech of his hon. friend was any statement of the grievances which called for an alteration of the present system. During the time when he practised at the parliamentary bar he always found the agents to be men of capacity and integrity, and he had come to the conclusion that in a parliamentary agent it was not so much capacity as character that was required, and this could not be given by any system of examination such as was proposed in the report of the select committee. While he did not approve the system of agents and solicitors dividing the fees, he did not think any rule that might be drawn would put a stop to it. If a solicitor had business to offer to an agent, he would always make his own terms on the same principle that publishers, for instance, regulated their trade allowances. He hoped the further proceeding would be postponed for the present session.

Mr. CROSS said the House was indebted to the joint-committee for the attention they had given to this subject, and to the chairman of ways and means for the very clear way in which he had stated the proposals of the committee. The question was one closely affecting a very large body of most respectable men, who, in all fairness, ought to have an opportunity of fully considering the report before it

was discussed and decided upon by Parliament. He therefore suggested that both resolution and amendment should be withdrawn.

Mr. DODSON and Mr. KNATCHBULL-HUGESSEN took a similar view.

Mr. CHARLEY suggested that before the matter came on for discussion the rules should be drawn up, in order that they might be considered by the persons interested.

Dr. KENALY hoped steps would be taken to decrease the enormous expense which at present attended the progress of private Bills.

Sir J. M'KENNA expressed his readiness to withdraw his amendment.

Mr. ANDERSON pointed out that, as the proposals stood, they would exclude law agents in Scotland from practising as parliamentary agents.

Mr. RAIKES promised attention to this point before the matter was again brought on for discussion.

Mr. M'LAREN pointed out that the description law agents had been substituted for that of solicitors through the instrumentality of Lord Advocate Young, in 1873, and remarked that, unless the suggestion of the hon. member for Glasgow was adopted, a great injustice would be done.

Mr. GALLAN complained of the enormous amount of parliamentary fees.

After a few words from Mr. LEITH and Mr. STACPOOLE, Mr. RODWELL said that the best mode of reducing the expenses of private legislation was to employ well-qualified, competent, and honest agents.

The amendment and motion were then withdrawn.

General Correspondence.

CERTIFICATE DUTY.

[To the Editor of the Solicitors' Journal.]

Sir,—It has always appeared to me to be an unreasonable thing to tax one branch of one of the learned professions, and to allow all the rest to exercise their callings unburthened, and that barristers, clergymen, and physicians should be exempt, while solicitors pay their £9 5s. or £6 5s. a year to entitle them to practise.

But supposing that there should be some *recondite* cause which has escaped my notice for taxing the solicitor and not the others, I fail to see how the difference in the amounts paid by London and country solicitors can any longer be justified. Since the Judicature Acts the country solicitor does for himself in the country all those acts, and takes all those proceedings, which were previously effected by the London solicitor in town, and in respect of which it may be supposed the higher rate of duty was paid. The London solicitor now possesses no advantage over his country brethren, and the difference in the tax ought to have been abolished last November, or better still the unfair duty repealed altogether.

The law societies would be doing their duty, and earning the gratitude of the profession they ought to represent, by taking this subject vigorously in hand, and a proper action would probably at least get the duties equalized before the next payment.

The fact is, as was remarked by one of the speakers at the annual meeting of the Incorporated Law Society the other day, solicitors are a very disinclined body, and very careless of their interests, and it is just this supineness and indifference which ought to be shaken off, and I write this letter to attract attention to the subject, and in the hope that it will be followed by some active and energetic steps towards the rectification or abolition of the solicitor's certificate duty. WILLIAM ROYLE.

10, Moorgate-street, E.C., Aug. 2.

JURY TRIALS IN LONDON AND WESTMINSTER.

[To the Editor of the Solicitors' Journal.]

Sir,—A suggestion occurs to me, to which I ask your leave to give publicity. It is one which I believe could not fail to lighten these lists for the future.

By 19 & 20 Vict. c. 108 (the County Courts Act, 1856), s. 26, after issue joined in actions of contract where the claim on the writ does not exceed £50, or the dispute is brought within that sum either by admitted set-off or payment, either party can obtain an order at chambers to have such cause "tried in any county court," and the result is reported to the superior court, where judgment is signed thereon. Now I have no doubt whatever that a fourth part, or probably a larger proportion, of the *remnants* in Middlesex come under this provision, but neither party, from various reasons, desires to or will apply for a trial in the county court.

In the interest of the suitors I suggest that the practice of the Probate and Divorce Division should be followed, and that before setting down an action of contract so triable in a county court it should be compulsory on the practitioner to apply at chambers for directions as to trial. Were this done, all the trumpery actions frequently noticed by judges would be kept out of the list, and sufficient time would be left for trying larger cases, and without injustice to any suitors; as, where, though small in amount, any substantial question had to be tried, the cause would be retained in the High Court.

Under the County Courts Act, 1867 (ss. 7, 10), defendants can readily enough get causes transferred to the county court, but, except under the latter section, affecting torts, this power is not much used.

It may be said that, in the case I suggest, suitors can begin in the county courts, but there the heavy court fees, described by the Judicature Commissioners' second report as "exorbitant," have a serious effect, and until a *prima facie* case is shown requiring some trial the process of the High Court is, beyond doubt, best for the suitor; and both parties, for different reasons, prefer the final judgment of the High Court. G. MANLEY WETHERFIELD.

1, Gresham-buildings, E.C., Aug. 2.

Appointments, &c.

MR. JOHN BISHOP, barrister, has been appointed Stipendiary Magistrate at Merthyr Tydvil in the place of Mr. Albert De Ruizen, appointed a police magistrate for the metropolis. Mr. Bishop is the eldest son of Mr. John Rees Bishop, of Dollgarreg, Carmarthenshire. He was born in 1830, and was educated at Caius College, Cambridge, where he took the usual degrees. He was called to the bar at the Inner Temple in Easter Term, 1853, and formerly practised on the South Wales Circuit and the Carmarthenshire Sessions. Mr. Bishop is a magistrate for Carmarthenshire.

MR. JOHN HASSARD, solicitor, of 28, Great George-street, Westminster, has been appointed Principal Registrar of the Province of Canterbury, in the place of the late Mr. Francis Hart Dyke. Mr. Hassard was admitted a solicitor in 1853, and is in partnership with Mr. Arthur James Day. He is also registrar of the diocese of Canterbury and apparitor of the Consistory Court of London, and his firm are London secretaries to the Bishops of Exeter, Rochester, and Peterborough.

THE HON. LEWIS CHARLES INNES, judge of the Madras High Court, has been elected Vice-Chancellor of the University of Madras.

MR. FREDERICK OXLEY, solicitor, of 8, Crosby-square, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. ERNEST JOHN TREVELYAN, barrister, has been appointed to act as a Police Magistrate at Calcutta during the absence of Mr. P. D. Dickens. Mr. Trevelyan was called to the bar at the Middle Temple in Hilary Term, 1873.

MR. JOHN WATTS, solicitor (of the firm of Watts & Son), of St. Ives and Ramsey, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for Huntingdonshire and Cambridgeshire.

MR. ROBERT THOMAS WRAGG, of No. 7, Great St. Helen's, in the City of London, and of Leyton, Essex, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Obituary.

MR. BENJAMIN HARDY, Q.C.

Mr. Benjamin Hardy, Q.C., died at his residence, 8, Upper Avenue-road, St. John's-wood, on the 30th ult., at the age of sixty-eight. Mr. Hardy was born in 1808, and was called to the bar at Gray's Inn in Hilary Term, 1836, but he subsequently migrated to Lincoln's Inn, of which society he was a bencher at the time of his death. He practised as an equity draftsman and conveyancer, and he had for many years a very extensive junior business, and a large number of pupils. Mr. Hardy received a silk gown from Lord Chelmsford in 1866, but we believe he never attached himself to any court, and for some time the condition of his health had to a great extent precluded him from continuing to practise.

Societies.

LAW ASSOCIATION.

At the usual monthly meeting of the directors held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 3rd inst., the following being present, viz.:—Mr. Nelson (chairman), and Messrs. Carpenter, Hedger, Kelly, Lovell, Parkin, Sawtell, and Boodle (secretary), four grants amounting to £32 were made to the widows and daughters of deceased non-members, and the ordinary business was transacted.

INCORPORATED LAW SOCIETY.

PARLIAMENTARY AGENTS.

The following petition was presented in the House of Commons by Mr. Gregory on Tuesday:—

The humble petition of the Incorporated Law Society of the United Kingdom, sheweth:—

1. That your petitioners, as representing the practising solicitors of the United Kingdom, have considered the report of the joint select committee of the House of Lords and the House of Commons on parliamentary agency.

2. That, in the opinion of your petitioners, the profession of a parliamentary agent is essentially of a legal character, and requires an accurate acquaintance, not only with particular branches of law, but with the general principles and practice of the law, besides an acquaintance with the practice of Parliament, and a sound knowledge of parliamentary drafting.

3. That the duties of a parliamentary agent are no more distinct from those of a barrister or solicitor than those of a barrister devoting himself to common law business are distinguished from those of a barrister devoting himself to chancery business, or than those of a solicitor confining himself principally to conveyancing and chancery business are distinct from those of a solicitor practising chiefly in bankruptcy and criminal law.

4. That in each of the above cases the barrister and solicitor is required to pass an examination in general law before he is allowed to devote himself to any one branch of the profession.

5. That parliamentary agents should, in like manner, be required to pass the examination to which a barrister or solicitor is subject; and in that case, in order to test his proficiency in parliamentary practice, questions can be proposed at the examinations for admission to the bar or to the roll of solicitors in that branch, as is now the case in all other branches of law.

6. That if all parliamentary agents in future are barristers or solicitors, there can be no difficulty in a candidate becoming a pupil or an articled clerk to a parliamentary practitioner for all or part of his educational period, in the same way as a pupil now studies, or is articled, with a barrister or solicitor practising in the particular branch to which he wishes eventually to devote himself.

7. That the Council of Legal Education, and the Council of the Incorporated Law Society, would always be able to

provide qualified examiners in parliamentary as in every other branch of practice.

8. That a general examination by the Civil Service Commissioners, followed by a special examination in parliamentary practice only, would not be calculated to insure so general a knowledge of law as is necessary for a parliamentary agent, although it is quite possible that there may be exceptional cases of first-rate ability without any test whatever.

9. That the proposed restriction to barristers and solicitors of the right to practise cannot be considered, in any way, as a monopoly, since it is open to any one to enter one or other of these professions, and it is not proposed to interfere with any parliamentary agents at present practising, nor to adopt a different rule with regard to Scotland.

10. That solicitors are subject to heavy taxes on articles of clerkship, admission, and practice, and it is not reasonable that practitioners in Parliament should be exempt from similar charges.

11. That it is undesirable to create an entirely new profession for the purpose of engaging in a particular branch of legal business, and the Legislature has acted in that view by opening to the whole profession the peculiar and technical duties formerly performed by proctors, a step which has proved most advantageous to the public.

12. That although, if there be special restrictions whereby the number of parliamentary agents may become very limited, it may reasonably be presumed that such limited number would probably be better acquainted with the practice, and give less trouble to the officers of the Houses of Parliament, than a larger number of practitioners, yet it would be no more for the benefit of the public to create such a monopoly than to limit the number of practitioners in the other branches of the law.

13. That the tendency of practice is to concentrate itself, to a great extent, in the hands of those known to be most efficient to each particular branch; but many good reasons prevail to render the employment of more general practitioners advantageous in numerous cases, and this latter course should not be restricted by exceptional legislation tending to confine the business to a favoured few.

14. That in the report of a select committee of the House of Commons in 1835, the committee expressed an opinion that evil instead of good would accrue to the community if anything approaching to a monopoly or restriction of the number of agents should be produced under the recommendation they had offered.

15. That although a scale of maximum charges may reasonably be imposed on parliamentary agents, it is contrary to good policy, the principle of freedom of contract, and the interests of the public, to interfere with private arrangements as to agency or diminished charges, so long as such charges are not shared by unqualified practitioners.

16. That the practice of dividing charges between the country solicitor and the London agent has prevailed, without objection, for many centuries in chancery, common law, bankruptcy, and in appeals to the House of Lords and Privy Council, and, of late, in probate and divorce business, and that there is no distinction between these cases and that of a parliamentary agent, the country solicitor being as dependent on his London agent in points of practice in common law, chancery, and probate cases as the solicitor is on his agent in parliamentary cases.

17. That inasmuch as special rules for regulating the admission and practice of parliamentary agents may very materially affect the large body of barristers and solicitors, they should be afforded a reasonable opportunity of considering and submitting their views upon any such proposed rules, and that this is in accordance with the precedent of 1835, when a considerable time elapsed between the presentation of the report and its adoption.

Your petitioners therefore humbly pray your right honourable House that in any regulations that may be made with regard to proceedings on any petition or Bill, a provision be inserted to the effect that, with the exception of existing parliamentary agents, none but barristers, solicitors, and writers to the signet shall be qualified to act as parliamentary agents.

That no prohibition be inserted in any such regulations

against the division of professional charges between the parliamentary agent and any qualified practitioner.

That before any such regulations be confirmed by your right honourable House your petitioners may have an opportunity of being heard thereon.

And your petitioners will ever pray, &c.

ANNUAL PROVINCIAL MEETING.

The following circular has been issued:—

Dear Sir,—I am directed by the council to inform you that the annual provincial meeting of this society, for the present year, will be held in the Divinity School, Clarendon-buildings, Oxford, on Wednesday and Thursday, the 4th and 5th of October next.

The proceedings will be as follows:—

Wednesday, 4th October.—The president will take the chair at 11 a.m., and address the meeting. After the address of the president, papers contributed by members of the society will be read and discussed. The meeting will adjourn at 1.30. It will be resumed at 2.30, and be closed at 4.30 o'clock. In the evening there will be a dinner in Christchurch Hall, the tickets for which will be £1 ls. each.

Thursday, 5th October.—The meeting will be resumed at 11 a.m., when the reading of papers, and the discussion thereon, will be continued until 4.30 p.m., with the exception of an interval of adjournment between 1.30 and 2.30 p.m.

Arrangements will be made to enable the members to visit the various objects of interest connected with the university and the neighbourhood.

The honorary secretaries of the Oxford committee, Mr. F. P. Morrell and Mr. Walter Peppercorn, both of Oxford, will be happy to give any further information with regard to the meeting on application to them.

Should you wish to attend the meeting, I am directed to ask you to communicate with me not later than the 10th of August next, and to state at the same time whether you intend to be present at the dinner, in order that the best arrangements for the convenience of the members may be made.

If you are desirous of reading a paper at the meeting you must be good enough to send it to me, to be laid before the committee, on or before the 11th of September next.

Subject to the control of the chairman, each gentleman attending the meeting will be at liberty to speak, and to vote upon any matter under discussion; but all resolutions, expressive of the sentiments of the meeting, will be framed in the form of recommendations or requests, only, to the council to take the subjects of such resolutions into their consideration.—I am, dear Sir, Yours faithfully,

E. W. WILLIAMSON, Secretary.

ASSOCIATION FOR THE REFORM AND CODIFICATION OF THE LAW OF NATIONS.

ASSIMILATION OF THE LAWS AND PRACTICE OF BILLS OF EXCHANGE.

At a meeting of the commission appointed at the Hague to consider the best method to effect the assimilation of the laws and practice of bills of exchange, it was resolved to address a letter to eminent jurists and to the chambers of commerce, pointing out the principal points of conflict in the laws and practice of different countries, and inviting them to express an opinion on the questions raised in the paragraphs submitted for their consideration; and requesting them to state what, if any, observations they may deem desirable to make on the subject of each paragraph.

1. *Capacity of Parties to a Bill of Exchange—Disability of Minors.*—All the different systems concur in principle, but the period of majority differs in different States, the tendency of nearly all the present systems being to adopt the age of twenty-one years as the period of majority. The Spanish law, however, still maintains the period of twenty-five years.

A liability incurred by an infant is, under nearly all the systems, voidable, not void.

Married women come under the same disabilities as infants, namely, that the contract on their part is voidable; but the Code de Commerce, art. 113; the Italian code,

art. 199; and the Spanish code, art. 434, empower women to contract, but not by means of a bill of exchange.

The laws of England, of Scotland, and of the United States concur in rendering the contract as against a woman absolutely void.

2. *The Form of a Bill of Exchange.*—The law of the German empire, art. 4, s. 1; the laws of Hungary, Austria, and Russia; the code of Zurich; and the laws of Sweden and Norway and Denmark, make it obligatory to insert, on the face of the instrument, the words "Bill of Exchange, Wechsel, Lettre de Change."

The Code de Commerce (France), and the systems based upon the same; the Belgian law, 20 May, 1872; the laws of England, and of the United States, do not make this obligatory.

3. *The Consideration Value (Valeur).*—The codes of Germany, Austria, Hungary, Russia; Belgium, art. 1, 1872; the laws of England and the United States; those of Russia, Poland, and Denmark, do not require that the word "value" (*valeur*) or any equivalent expression should be stated on the face of the Bill itself, nor in any subsequent indorsement.

The Code de Commerce, art. 110, on the contrary; those of Spain, art. 429; Italy, art. 196; Portugal, art. 321; Brazil, art. 354; and the systems based on these codes, render it obligatory that the term *valeur reçue* be stated.

4. *Bills payable to Bearer.*—The laws of England, of the United States, and of Denmark permit the issuing of a bill of exchange payable to bearer or to order.

The German law, art. 7; the Code de Commerce, art. 113; Cod. Com. Ital., art. 198; Cod. Com. Espan., art. 488; the Commercial Code of Holland, art. 102; including the Russian rules on bills of exchange, art. 297, forbid the issuing of bills of exchange to bearer.

Blank Indorsement.—The German law, art. 12; the laws of England and Scotland; of the United States; the Belgian law, 20 May, 1872, art. 27; the Portuguese code, arts. 354 and 356; that of Hungary; the Russian law; the Danish law; and the Austrian code, permit indorsement in blank;

Whilst the Italian code, art. 223; the Code de Commerce, art. 137; and the Spanish code, art. 467, prohibit such, giving only a partial validity to such indorsement, or even (Spanish code) forbidding recovery.

6. *Indorsement after Due Date.*—All the various codes and laws give to an indorsement after due date the effect of a simple cession, that is, an assignment with equities attaching.

The German law, art. 16, makes this distinction—that, where due protest has been made, the right to indorse as before due date continues.

7. *Due Date (Echéance).*—The Code de Commerce (France), art. 129; that of Spain, art. 439; the laws of England; of the United States; the Belgian law, art. 20; the Italian code, art. 216; the Portuguese code, art. 370; and the Hungarian law, all allow the drawing of a bill at usance;

Whilst the German law, art. 30; and the Austrian law, have abolished all reference to usance.

8. *Days of Grace.*—The laws of all countries allow days of grace, these varying from three to fourteen days; whilst usances vary from fourteen days to three months.

The German law, art. 33, has abolished days of grace. 9. *Duplicates, Copies.*—The German law, art. 67; the Code de Commerce, art. 147; the Belgian law, art. 57; the Italian code, art. 232; and the codes based on these laws do not require the annulling clause to be inserted on the face of the bill of exchange;

Whilst the laws of England, and those of the United States, do require this.

10. *Acceptance.*—What constitutes acceptance varies greatly in different countries.

The German law, art. 21; the French code, art. 122; the Spanish code, art. 461; the Portuguese code, art. 336; that of Brazil, art. 394; the Belgian law, arts. 7 and 16; the laws of most of the Swiss cantons; and the Dutch code, require that the acceptance be expressed by the word "Accepted," or some equivalent term.

The law of England (1 & 2 Geo. 4, c. 78) limits this to inland bills only. The American law permits verbal acceptance, though a holder may insist on the acceptance being in writing; wrongful detention over twenty-four

hours, by the law of Spain and several of the South American codes, being deemed acceptance.

According to the Danish and Swedish laws retention is construed to mean refusal.

11. *Dishonour for Non-acceptance.*—The German law, art. 25; and the Austrian law; the Code de Commerce (France), art. 120; the Belgian law, art. 10; the Italian Com. Code, art. 207; the Spanish Com. Code, art. 465; most of the cantons of Switzerland; and most of the laws and codes of South America, require security to be given in case of dishonour for non-acceptance;

Whilst the laws of England, those of the United States of America, those of Sweden and Denmark, the Hungarian code, the Finland code, and some of the South American States, give to the holder on dishonour or non-acceptance an immediate right of action for payment.

12. *Notice of Dishonour.*—Notice to antecedent parties is required, both on non-acceptance and non-payment, according to the laws of England, the United States, Russia, Bolivia, and Brazil;

Whilst the Code de Commerce (France), arts. 173 and 175; the German law, art. 45; the Spanish code, art. 522; the Chilean; the Argentine; and the Italian code, require protest.

The Code de Commerce requires that, within fourteen days and further period, according to the *distancia loci*, after protest, proceedings be taken against antecedent parties; each successive indorser having the same period of delay allowed to him.

The German law differs from the French law, and adapts in part the rule of the Dutch and Portuguese codes, rendering notice necessary to protect any claim for interest, re-exchange, and to protect against any claim for damages; it likewise limits the time within which proceedings have to be instituted.

13. *Limitation of Action—Time of Prescription.*—The law in regard to limitation of actions varies greatly in different countries:—The German law prescribes three months, six months, and eighteen months, according to place. Code de Commerce (France), art. 189, five years; Belgian code, art. 82, five years; Portuguese, art. 323, and Spanish codes, art. 557, four years; Italian code, art. 282, five years; German law, art. 77, three years, against the acceptor. As against other parties:—The Dutch code, arts. 206—207, ten years; Hungary, two years; England, six years; United States, various.

There are other points of difference in regard to the laws of bills of exchange, but which at present it is not deemed advisable to discuss, and their consideration will remain over for a future occasion.

(Signed)

TRAVERS TWISS, D.C.L., Chairman;
H. D. JENCKEN, Secretary
of the Hague Commission.

The *Sootsman* announces the death of Mr. Thomas Barolay, sheriff and commissary-clerk, Fifeshire, at his residence, Bonneville House, Cupar-Fife, on Sunday evening. The deceased gentleman was eighty-four years of age. He studied at the Edinburgh University, and was appointed town clerk of Kinghorn in 1816, hentenancy-clerk for Fifeshire in 1837, commissary-clerk in 1838, and sheriff-clerk in 1847.

"C." writes to the *Times*:—"Lord Coleridge was at considerable pains on Thursday in endeavouring to satisfy the House of Lords of the groundlessness of the 'alleged block' in the business of the law courts, and went so far as to state that since the Judicature Acts came into operation every action had been tried within three months of its being entered. Even if the latter remark had been confined to what were formerly the common law courts, I should be inclined to doubt the accuracy of his lordship's information, but surely his lordship did not intend the statement to apply to the Chancery Division of the High Court of Justice? His lordship has a taste for statistics, and I take the liberty of suggesting that his next attempt should be in ascertaining and satisfying himself of the proportion of actions other than 'short' or consent actions tried during the current year within three months of their being set down in the Chancery Division. I will not anticipate the result; but the information will be both interesting and useful."

Legal News.

Many of our readers will learn with regret of the death, on the 28th ult., of Mr. Robert Farre Dalrymple, one of the members of the firm of Eircham, Dalrymple, Drake, & Co., of Parliament-street.

It is stated that out of 200 public Bills introduced into the House of Commons this session only thirty-six had received the Royal assent up to the close of last week. During the same period 140 local Bills had become law.

Mr. Justice Grove, in sentencing a prisoner at the Gloucester Assizes on Thursday, said that intemperance had destroyed large numbers of people, and at its present rate of increase would in time destroy the country itself. He characterized as rubbish the cry of "robbing a poor man of his beer," and said that intoxicating drink was totally unnecessary.

The *Chicago Legal News* is responsible for the following:—It was in Omaha. A lawyer was addressing the judge, and the judge was eating pea-nuts and reading a novel. The lawyer bore it some time, and then angrily remarked: "I suppose I am entitled to claim the attention of the court?"—"Well, sir," retorted the judge, "the court has long suspected you, and will do its duty the first chance it gets."

Mr. John Layton, solicitor (of the firm of Layton & Jacques), of 8, Ely-place, and 7, Canonbury-square, has been presented with a testimonial by the churchwardens, vestrymen, parish officials, and ratepayers of the parish of St. Mary, Islington, as an expression of the value of his services for twenty-five years as vestry clerk of that parish.

The now famous case of *Cave v. Mackenzie* was again thrown over at the Cambridge Assizes. When, says the *Times* reporter, the issue came on for trial, a discussion ensued between the Lord Chief Justice and counsel in the case, the result of which was the discovery that there would not be time to try the case. It was stated by counsel that the trial would last four days, and if so there would not be time to try it, as there were only three days allowed for the Cambridge Assizes.

On Saturday, at the *Nisi Prius* sittings at Westminster, on the first case on the list being called on—*Elers v. Spear*—Mr. Lopes said the history of this case was curious. It was at first in the Middlesex list, and was thence taken to London in order to get it sooner tried. But the judge there, on finding that it had come from Westminster, would not try it, and sent it back again to Westminster with an order that it should be tried first. After all this delay he really hoped that the learned judge would try it. The case was taken first.

In a breach of promise case heard at the Manchester Assizes the plaintiff was asked by Bramwell, B., why it was the defendant did not marry her, and she replied that she did not know. His lordship: I suppose he didn't like you. Don't you think it was much better he didn't marry you? Plaintiff: I would rather he had married me. His lordship: What! A man who did not like you! Is it not better for you both that you should not have been married? *Russell*: The legitimate conclusion to that remark is that this kind of actions should be abolished? His lordship: It would be a good thing in the majority of instances if they were. Men are goaded into marrying women whom they don't like, and then there are unhappy marriages.

In a case of *Hackett v. Clifford*, at the *Nisi Prius* sittings of the Common Pleas Division on the 28th ult., counsel for the plaintiff, says the *Times* reporter, asked that it might be postponed and taken last on the list, because his witnesses had not come. The case had been the day before in the list of the Queen's Bench Division, and if it had remained in the list of that division would have stood second that morning. The case had, however, been transferred to the list of the Common Pleas Division, where it stood first. Counsel said that in consequence of the transfer his witnesses were not there. The Lord Chief Justice said a good deal of nonsense was talked about the supposed hardship of causes being transferred. If people would take the trouble to ascertain the facts, they would see that there was no hardship. The case would, under any circumstances, have been tried that morning, and the simple effect of setting it down in that division was that it was

to be tried in one room instead of another. The list for the following day was always published at four o'clock each afternoon. There was no reason for postponing the case. Judgment for the defendants, dismissing the suit, was then entered.

Legislation of the Week.

HOUSE OF LORDS.

July 27.—GAS LIGHT AND COKE COMPANY.
This Bill passed through committee.

SOUTH METROPOLITAN GASLIGHT AND COKE.
This Bill passed through committee.

CONVICT PRISONS (RETURNS).
This Bill was read a second time.

ISLE OF MAN (OFFICERS).
This Bill was read a second time.

NULLUM TEMPUS (IRELAND).
This Bill was read a third time and passed.

TURNPIKE ACTS CONTINUANCE.
This Bill was read a third time and passed.

ORPHAN AND DESERTED CHILDREN (IRELAND).
This Bill was read a third time and passed.

LEGAL PRACTITIONERS (IRELAND).
This Bill was read a third time and passed.

MEDICAL ACT (QUALIFICATIONS).
This Bill passed through committee.

RIVERS.
This Bill passed through committee.

July 28.—INDUSTRIAL AND PROVIDENT SOCIETIES.
The Commons' amendments to this Bill were considered and agreed to.

CONVICT PRISONS (RETURNS).
This Bill passed through committee.

ISLE OF MAN (OFFICERS).
This Bill passed through committee.

MEDICAL ACT (QUALIFICATIONS).
This Bill was read a third time.

RIVERS.
This Bill was read a third time.

July 31.—NOTICES TO QUIT (IRELAND).
The report of amendments on this Bill was brought up and agreed to.

PAROCHIAL RECORDS.
This Bill was read a second time.

METROPOLIS (WHITECHAPEL AND LIMEHOUSE) IMPROVEMENT SCHEME CONFIRMATION.
The Commons' amendments were agreed to.

CONVICT PRISONS (RETURNS).
This Bill was read a third time and passed.

ISLE OF MAN (OFFICERS).
This Bill was read a third time and passed.

Aug. 1.—WINTER ASSIZES.
In moving the second reading of this Bill the Lord Chancellor explained that it had been passed in the other House for the purpose of meeting an evil which had been seriously felt in one or two recent cases where a prisoner had been committed for trial immediately after the summer assizes, and in consequence of no winter assizes being held in the county his trial had not come on till the following March. In one case, which attracted public attention very recently, a prisoner was acquitted after having been in gaol for six or seven months. The rule was that a winter assize should not be held for a county unless a certain number of prisoners—six, he believed—were awaiting trial. The object of the present Bill was simply to enable an Order in Council to be made which, for the purpose of winter assizes, would unite certain adjacent counties.—The Bill was read a second time.

NOTICES TO QUIT (IRELAND).

This Bill was read a third time and passed.

PAROCHIAL RECORDS.

This Bill passed through committee.

HOUSE OF COMMONS.

July 27.—ELEMENTARY EDUCATION.

The House went into committee on this Bill, resuming the discussion on the amendment proposed by Mr. Shaw Lefevre to Mr. Pell's new clause (dissolution of School Boards under certain circumstances).—On a division the amendment was rejected by 100 to 63.—Mr. W. E. FORSTER moved to add to the clause a proviso that if, after the dissolution of a School Board in any school district, the Education Department are of opinion that there is not a sufficient amount of public school accommodation for such district, they may cause a School Board to be formed for such a district, and send a requisition to such School Board in the same manner in all respects as if they had published a final notice under the Elementary Education Act, 1870.—The amendment was agreed to.—Mr. RYLANDS moved, as a further amendment, the addition of words to provide that the Education Department in each case, when it assented to the dissolution of a School Board, should lay before both Houses of Parliament its reasons for the course taken.—The amendment was agreed to.—On a division the clause, as amended, was added to the Bill by 122 to 81.

Lord F. CAVENDISH moved a new clause, after clause 21, to give power to the local authorities to appoint officers who should have the right to enter factories where children were employed, in order to carry out the provisions of the Bill.—The clause was withdrawn.

Mr. MUNTZ moved a new clause, permitting the expense of providing school buildings, with the consent of the Education Board, to be spread over a term of years.—The clause was added to the Bill.

Mr. GREGORY moved the insertion, after clause 29, of a clause giving power to divide parishes.—The amendment was withdrawn.

Mr. HALL moved the insertion of the following new clause after clause 29:—"In any school in which no provision is otherwise made by the School Board or managers for religious instruction it shall be required of such School Board or managers, in order to obtain an annual parliamentary grant, that provision shall be made for the instruction in Scripture knowledge of those children whose parents may signify their desire for the same."—On a division the clause was rejected by 190 to 96.

BISHOPRIC OF TRURO.

This Bill passed through committee.

CATTLE DISEASE (IRELAND).

This Bill, as amended, was considered.

CROSSED CHEQUES.

This Bill, as amended, was considered.

JURIES PROCEDURE (IRELAND).

This Bill passed through committee.

SUPERANNUATION (UNHEALTHY CLIMATES).

This Bill passed through committee.

SAVINGS BANKS (BARRISTER).

This Bill was read a second time.

SLAVE TRADE.

This Bill was read a second time.

PUBLIC RECORDS (IRELAND) AMENDMENT.

This Bill was withdrawn.

July 28.—ELEMENTARY EDUCATION.

The House went into committee on this Bill.

Mr. RATHBONE moved a new clause providing that a certified day industrial school should conform to the standards of the code, but that the contributions might be varied by the Secretary of State, who should lay before Parliament any conditions prescribed.—The clause was read a second time and added to the Bill.

Mr. SHAW-LEFEVRE moved a new clause, providing that if, for two years, the voluntary contributions of a school

did not amount to one-sixth of its total income from all other sources, notice should be given to the managers that "no religious catechism or religious formulary which is distinctive of any religious denomination shall be taught in such school."—On a division the clause was negatived by 185 to 111.

Mr. A. BROWNE moved a new clause to provide that the local authorities under the Bill should have the same powers as School Boards with reference to endowments.—On a division the clause was negatived by 187 to 108.

Mr. SHAW-LEFEVRE moved a new clause to provide that the managers of assisted schools should make reports to the local authorities.—The clause was withdrawn.

Mr. A. MILLS moved a new clause fixing the age of children for whom accommodation was to be provided at from five to thirteen inclusive.—The clause was withdrawn.

Mr. HEYGATE moved a new clause, the object of which was to prevent the raising of the question of the creation of a School Board in any district more than once in three years.—The clause was negatived.

Lord F. CAVENDISH moved a new clause directing certain clauses in the Factory Acts of 1844 and 1874 to apply to the employment and education of all children employed in factories and workshops.—The clause was added to the Bill.

Mr. BROGDEN moved the addition of a clause to compel the Education Department, from time to time, to publish a list of efficient schools, whether receiving Government grants or not, such lists to be conclusive evidence that the schools not included therein are inefficient.—The clause was withdrawn.

POLLUTION OF RIVERS.

This Bill passed through committee.

JURIES PROCEDURE (IRELAND).

This Bill was read a third time.

POLICE EXPENSES ACT (CONTINUANCE).

This Bill was read a second time.

SAVINGS BANKS (BARRISTER).

This Bill passed through committee.

SLAVE TRADE.

This Bill passed through committee.

BOW-STREET POLICE-COURT (SITE).

This Bill passed through committee.

ST. VINCENT, TOBAGO, AND GRENADA CONSTITUTION.

This Bill passed through committee.

SUPERANNUATION (UNHEALTHY CLIMATES).

This Bill was read a third time and passed.

WINTER ASSIZES.

This Bill was read a third time and passed.

POOR LAW RATING (IRELAND).

This Bill was read a third time and passed.

July 29.—ELEMENTARY EDUCATION.

The House went into committee on this Bill.

Lord SANDON proposed the following new clause:—"The conditions required to be fulfilled by the schools in order to obtain annual parliamentary grants shall provide that the income of the schools shall be applied only for the purposes of public elementary schools."—The clause was read a second time, and ordered to be added to the Bill.

Mr. BOORD moved a clause to the effect that no prosecutions should be undertaken except with the authority of at least three members of the School Board, the school attendance committee, or the local committee.—The amendment was withdrawn on the understanding that it should be placed on the paper in a modified form, to be moved on the report.

Lord F. CAVENDISH moved in schedule 1, page 14, line 21, to leave out 250 and insert "350."—The amendment was withdrawn.—Mr. HARDCASTLE moved the following proviso:—"Schedule 1, page 14, at end of table in sub-section (3), after line 43, add,—'Provided that, in the case of a school district being a municipal borough in which, for not less than three years before the commencement of this Act, by-laws have been in force requiring, as a condition of total or partial exemption of a child from attendance at school, that such child must have passed a standard of proficiency corresponding to the fourth standard of the Code of 1876 or any higher standard, the same or a corresponding standard of

proficiency (but not exceeding the standard which, under this schedule, will be required after four years from the commencement of this Act) shall be required for the purpose of a certificate under this Act enabling a child to be employed."

—The proviso was agreed to.—Lord SANDON moved in schedule 1, page 15, line 12, after "1876," to insert "or such higher standard as may be from time to time fixed by the Education Department."—The amendment was agreed to.—The following amendments were also agreed to:—(The O'Connor Don) schedule 1, page 15, line 13, after "elementary," to insert "or other efficient;" (Lord Sandon) schedule 1, page 15, line 16, leave out "200," and insert "300," and schedule 1, page 15, line 16, after "attendances," insert "after five years of age;" (Mr. Birley), schedule 1, page 15, section 5, line 16, after "attendances," leave out "in not more than two schools," and schedule 1, page 15, line 17, after "years," insert "except where a child has been committed to an industrial or workhouse school, in which case such attendances may also be reckoned;" (Lord Sandon) schedule 1, page 15, line 17, at end of line insert "or such larger number of attendances as may be for the time being fixed by the Education Department," and schedule 1, page 15, line 31, at end of line insert as a fresh paragraph:—"The Education Department may from time to time by order make such regulations and conditions in relation to the payment of fees under this Act by that Department as they may think expedient. The order shall provide that not more than ten per cent. of the children in a public elementary school shall obtain in the same year certificates entitling them to the payment of fees, and that if the children qualified to obtain such certificates exceed the same percentage, those children who have attended the greatest number of times shall have the preference. The order may make the continuance of the payment dependent upon the fulfilment of conditions, and shall provide that the continuance of the payment shall be conditional upon the child attending the school for not less than 350 attendances in each year, and obtaining at the end of each year a certificate of proficiency in reading, writing, and elementary arithmetic according to a standard higher than the standard according to which it obtained the previous certificate. The order shall further provide that the school by previous due attendance at which the child was qualified for obtaining the payment of fees, and the school the fees at which are paid by the Education Department, shall be a school or department of a school at which the ordinary payment in respect of the instruction of each scholar does not exceed sixpence;" (Lord Sandon) schedule 1, page 15, line 34, at end, insert "and where the attendance is at a certified industrial or certified day industrial school includes such attendance as may be from time to time directed for the purpose by a Secretary of State."—Schedule 1, as amended, was ordered to stand part of the Bill.

Schedule 2 was struck out, and the following amended schedule substituted:—" (Lord Sandon) Rules as to a local committee.—1. Subject to the provisions of this Act, the school attendance committee may from time to time add to or diminish the number of members, or change the members of any local committee appointed by them, or may dissolve any such committee. 2. A local committee shall, unless the School Attendance Committee appointing them otherwise direct, continue in office until the first meeting of that committee after the next annual appointment thereof, and thereafter until a new local committee is appointed. Rules as to school attendance committee and local committee. 3. Subject to any regulations made in the case of a school attendance committee by the council or guardians appointing it, and in the case of a local committee by the school attendance committee appointing it, the provisions of the third schedule of the Elementary Education Act, 1870, with reference to proceedings of managers appointed by a School Board shall apply to the proceedings of a school attendance committee and a local committee under this Act. 4. A school attendance committee shall continue in office until the first meeting of the council or guardians appointing it after the next annual election of councillors and guardians, and thereafter until the new committee is appointed. 5. A committee appointed by guardians shall be appointed at the first meeting after the annual election of guardians, or some other meeting fixed with the approval of the Local Government Board for the purpose."

Schedules 3 and 4 were agreed to, and the preamble was agreed to.

SAVINGS BANKS (BARRISTER).

This Bill was read a third time and passed.

SLAVE TRADE.

This Bill was read a third time and passed.

CATTLE DISEASE (IRELAND).

This Bill was read a third time and passed.

MARKET JURIES (IRELAND).

This Bill was withdrawn.

JULY 31.—UNIVERSITY OF OXFORD.

This Bill was withdrawn.

UNIVERSITY OF CAMBRIDGE.

This Bill was withdrawn.

PRISONS.

Mr. CROSS said he proposed to postpone the committee on this Bill until Thursday, in order to introduce into it the amendments which stood in his name and a few others belonging to private members. On Thursday he should propose to go into committee *pro forma*, after which the Bill would be reported. The order of the day might then be discharged.

POLICE EXPENSES ACT (CONTINUANCE).

This Bill passed through committee.

ST. VINCENT, TOBAGO, AND GRENADA CONSTITUTION.

This Bill was read a third time and passed.

FORFEITURE RELIEF.

This Bill was read a second time.

BANKERS' BOOKS EVIDENCE.

The Lords' amendments to this Bill were considered and agreed to.

AUG. 1.—POLLUTION OF RIVERS.

On the report of amendments in this Bill, Mr. GIBSON moved a new clause (application of the Act to Ireland), which was agreed to.

Clause 2 was struck out.

Several amendments were agreed to, and the report was agreed to.

BISHOPRIC OF TRURO.

This Bill was read a third time.

AUG. 2.—PARLIAMENTARY AGENCY.

Mr. RAIKES moved "That this House, having considered the report of the joint-committee on parliamentary agency, is of opinion that it is desirable to lay down more definite rules respecting the practice of parliamentary agency, and the regulation of the conduct of parliamentary agents."—Sir J. M'KENNA moved, as an amendment, "That at this late period of the session, and without further time for the consideration of the report of the joint-committee, it is not expedient to delegate the powers of Parliament for the purpose of constituting parliamentary agency as a distinct profession." [The debate is reported in another column.]—The motion and amendment were ultimately withdrawn.

SALE OF INTOXICATING LIQUORS ON SUNDAYS (IRELAND) (No. 2).

Mr. R. SMYTH moved that the House go into committee on this Bill.—Mr. BROOKS moved, as an amendment, that the House resolve itself into committee on the Bill on that day two months.—The debate stood adjourned.

FORFEITURE RELIEF.

This Bill passed through committee.

TRALEN SAVINGS BANK.

This Bill passed through committee.

TRAMWAYS (IRELAND) ACTS AMENDMENT (DUBLIN).

This Bill was read a second time and referred to a select committee.

Courts.

COUNTY COURTS.

BRADFORD.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

July 18.—*Re Leathley. Ex parte Wilcock.*

A bill of sale of the whole of his effects given by a liquidating debtor, without the knowledge of his creditors, to indemnify a person who had guaranteed the payment of the last instalment of the composition under the liquidation, is valid as against the trustee under a second liquidation.

Ex parte Burrell, Re Robinson, observed upon.

This was a motion on behalf of Launcelot Cuthbert, trustee in the liquidation of James L. Leathley, cloth manufacturer, Gildersome, asking for an order of the court declaring that a certain bill of sale, of the date of October 23, 1873, between the debtor and Samuel Wilcock, which was alleged by Wilcock to be a valid security on the whole of the property and effects of the said debtor to secure the repayment of the sum of £1,000, being the third and last instalment of 3s. 4d. in the pound of a composition of 10s. in the pound to the creditors of the debtor, for the payment of which Wilcock had become the security, was void as against the trustee.

Wright, appeared on behalf of the trustee of the debtor's estate; and

West, was for Samuel Wilcock.

The facts appear in the judgment.

His HONOUR said it appeared that the bill of sale in question was dated the 23rd of October, 1873, and was made between the debtor Leathley and Wilcock, and it recited the proceedings under the liquidation, and also stated that prior to those proceedings, on Wilcock agreeing to become security for the last instalment of a composition, Leathley agreed to execute a bill of sale to indemnify Wilcock. The bill of sale purported to assign to Wilcock all the personal estate of Leathley which he possessed, and of which, during the continuance of the security, he should become possessed. There was a proviso that if Leathley should pay all the instalments the bill should be void, but if he failed to pay the whole or part of the amount of the first and second instalments it should be lawful for Wilcock to take possession of the property, to sell it, and to apply the proceeds to the payment of the costs; and to re-imburse himself the sums he should have expended or should be liable to expend in paying the last instalment. After payment of such sums the balance, if any, was to be applied in trust for the creditors. A further proviso gave Wilcock the right to take possession in the event of any execution being issued against the debtor, or in the event of the debtor failing to pay any part of the first or second instalments. What happened in the matter was this: The first instalment was paid, but before the second became due an execution was issued against Leathley's goods, on which Wilcock entered and took possession; and after a short time sold the whole of the debtor's estate, with the exception of his household furniture. The second instalment was not paid by the debtor, and when the third became due the money in the hands of Wilcock was applied to its payment, a small balance being left. On this Leathley filed a second petition for liquidation in the Leeds court, and the usual resolutions were passed for liquidation by arrangement and the appointment of a trustee. This motion was then made for the purpose of raising the question as to the validity of the bill of sale. Mr. West, for Wilcock, insisted that the judgment given by the Court of Appeal in *Ex parte Burrell, Re Robinson*, 24 W. R. 353, applied to the case, and that decision was to the effect that the trustee in the second liquidation had not the right to question the bill of sale, on the ground that when a debtor had entered into a composition with his creditors under a petition for liquidation, and that composition was duly registered, so long as that composition remained wholly or in part unpaid, the debtor was incapacitated from presenting a second petition; that, therefore, without entering into the question whether the security in the present case was open to question or not, the trustee in the second liquidation had no right to raise the question, because he had no right to act as trustee, as the second petition for liquidation could not properly have been presented. Mr. Wright, for the trustee, sought to impeach the transaction on three

grounds—first, the fact that the security given by way of indemnity had not been communicated to the creditors, and was therefore void on that ground; second, that it was an act of bankruptcy; and, third, that the title of the trustee in the second liquidation was good. In reference to the first ground, the Court of Appeal had clearly decided that the fact that security had been given for payment of a composition need not be communicated to the creditors. It then became important to consider the facts of *Robinson's case*, to see if any distinction could be shown to exist between them and the facts of the present case. If there were no material distinction it was his obvious duty to follow the decision in *Robinson's case*. His honour then gave a summary of the facts in that case, and said that from the decision given in it by the Lords Justices the law was now quite plain—and so long as it was so parties could regulate their proceedings accordingly—that where a debtor met his creditors with a proposal for a composition and proposed that the last instalment of that composition should be guaranteed, the creditors must understand that if there were no special restrictions the debtor might make what arrangement he pleased as to giving security for the indemnification of the guarantor, thus really, from a business point of view, reducing the guarantee to a mere sham, because, whether the guarantor was a man of substance or a man of straw, the security came out of the estate of the debtor. Then as to whether the fact that such security being given by the debtor should be communicated to the creditors or not, the law was also clear that that was immaterial. Then as to the second question, he did not see that there was any material difference in the facts of *Robinson's case* and of the present one. Robinson, when his second instalment became due, was unable to meet it. Of course, there were several modes of proceeding which Robinson might then have adopted; he might have converted into money at once what remained of his assets, and have selected such of the bills constituting the instalment as he thought proper, and have paid them in full, leaving the others without any chance of obtaining a single farthing; but he did not take that course. He might have allowed himself to be sued by the several creditors; of these the most active would obtain judgments against him and proceed to execution, when it would be "first come first served," and those who were late would get nothing. Either of these courses the law would allow a debtor to follow, and so to either actively or passively prefer some of the creditors to others. The only course which he could honestly follow would be, one would think, to file a second petition for liquidation, to get a meeting of his creditors, pass resolutions, appoint a trustee, realize his property, and divide it among all equally. That course was taken by Robinson, but the decision in his case showed that the law at present incapacitated such a debtor from taking the only really honest course which was open to him. He (the judge) did not see that the facts of the case now before him differed in any material point from those of *Robinson's case*, and therefore he must be guided by the decision in that case. Leathley had clearly no right to present a second petition while any portion of the instalments under the first composition was unpaid. The motion would therefore be dismissed, but without costs.

Solicitors for the trustee, *Lancaster & Wright*, Bradford.
Solicitor for Wilcock, *Pullan*, Leeds.

Court Papers.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.
Monday, Aug. 7	Mr. Holdship	Mr. Ward
Tuesday 8	Farrer	Pemberton
Wednesday .. 9	Teesdale	Ward
	V. C. MALINS. V. C. BACON.	V. C. HALL.
Monday, Aug. 7	Mr. Clowes	Mr. Milne
Tuesday 8	Leach	King
Wednesday .. 9	Clowes	Milne
		Mr. Latham
		Mr. Merivale
		Latham

The LONG VACATION will commence on Thursday, August the 10th, and terminate on Tuesday, October the 24th, both days inclusive.

THE ADMINISTRATION OF JUSTICE IN SWEDEN.

I.

SWEDEN is divided into one hundred and two *Domsagor* or sheriff-doms, in each of which there is a court of first instance, presided over in the country districts by a single judge, or *Häradsbörding*, who is appointed by the Crown, and who is assisted in his deliberations by twelve assessors chosen by the peasant proprietors from their own number. The only qualifications which these peasant assessors require to possess are the owning of land within the district, and the being above the age of twenty-five. No peasant can refuse to serve unless he be above sixty years of age, or has already served. In the latter case, he is liable to be called on again after all the other peasants have served. An assessor is not allowed to resign until he has served for two years, unless he leaves the locality or becomes unfit to discharge the duties of the office. A father and his son, a father-in-law and his son-in-law, two brothers or two brothers-in-law, cannot take part in the trial of any cause, unless there be seven assessors present, and in no case are more than two relations allowed to be among the number of the assessors. The assessors have no voice in the determination of any cause, except in the single case of their being unanimously opposed to the view taken by the judge. In all other cases, the judge decides the question, and the sole function of the assessors is to suggest points for his consideration, and to take care that the judge gives proper attention to the claims of the contending parties. In the town districts the court of first instance consists similarly of assessors under the presidency of the burgomaster, who is appointed by the Crown from a list of three chosen by the citizens.

The courts of first instance are divided into three groups, over each of which is placed a court of appeal or *Hofrätt*. Forty-four *Domsagor* are attached to *Svea Hofrätt*, which holds its sittings in Stockholm; forty-three to *Göta Hofrätt* in Jönköping; and fifteen to the *Hofrätt* over Skone and Blekinge, which sits in Christianstad. Each court of appeal consists of a president, judges, and assessors, the latter of whom are younger judges with smaller salaries. These courts are divided into sections for the despatch of business. Thus *Göta Hofrätt* is divided into five sections, two judges and three assessors being assigned to each section. The appeals are divided equally among the sections, but in some cases of greater importance a larger number of judges is required. In the ordinary case, however, a section which is in doubt cannot call in the assistance of the other judges, though the individual members may privately ask the opinion of their brother judges.

From the determinations of the courts of appeal, an appeal lies to the *Högsta Domstol*, a tribunal which sits in Stockholm, and the proceedings of which are conducted in private. This tribunal consists of twelve members, eight of whom must be present at the decision of important matters, but in cases of less importance, four or five are allowed, if unanimous, to decide the appeal. The King is entitled to be present and take part in the discussion, and, when present, has two votes in the determination of any question. Doubtful points regarding the interpretation of the law may be referred to the *Högsta Domstol* by any of the inferior judges, and the Royal votes upon such questions may be given by him, without his being personally present in the court.

Great care is taken to preserve the purity of the administration of justice, and the judges bear a high character for integrity, which is said, so lately as the end of last and the beginning of this century, not to have been the case. Not merely, however, are judges who have given unjust judgments from corrupt motives, or influenced by private hatred, liable to deprivation of their office, and other severe penalties, but where they have to give a wrong decision through manifest negligence or ignorance, they are liable to be suspended from their office for a longer or shorter period, or to be fined, and, in addition, are bound to compensate the party who has been injured by their erroneous judgment. Charges against inferior judges falling under any of the above categories are heard by the *Hofrätt*, to which the accused is subject, at the instance of *Justitie Kungler*, who holds his appointment from the Crown, and among other duties is charged with the oversight of the judges. As a further precaution the *Riksdag*, the Swedish

Parliament, appoints a commissioner, who is invested with extensive powers as a *censor morum* as regards all public officials, over whose conduct he is expected to keep a strict watch. He is entitled to enter any public office at any time, and to demand any information he may require. He may be present at the sittings of all the courts, but can take no part in their proceedings. Lastly, the *Riksdag* every three years appoints a commission to take into consideration the state of the *Högsta Domstol*, and to report whether any, and if so what, judges ought to retire. No reasons need be alleged; the retiring judges become entitled to pensions, and their dismissal is not considered as inferring any stain on their character.

In the country district assizes are held generally three times a year, and the *Häradsbörding* is bound to fix the time of holding them at certain specified seasons, and is liable to a fine of twenty Kronor, a little more than a guinea, for failure so to do. He must also cause intimation to be made to the public from the pulpits of the various parish churches (the usual place of intimation or advertisement in the country districts of Sweden), and to the Crown officials of the district, and to the *Hofrätt*. On the opening day of the assizes the judge must be present at nine o'clock, but if he do not come till twelve, he is liable to a fine of ten Kronor for the benefit of the poor, and if he do not appear at all, to a higher fine, unless he have some lawful excuse. In the town districts the courts are held every Monday, and in the country extraordinary sittings are held when the state of business requires them.

After attending divine service on the opening day, the judge proceeds with the business, the order generally followed being (1) the registration of mortgages; (2) Crown and general business; (3) criminal charges; and lastly, cases which are expected to take some time. The procedure attending the registration of mortgages is particularly interesting to a Scotch lawyer, from its resemblance to the Scotch system of registration in the books of council and session. The creditor appears in court with his bond or other document of debt, which is then read aloud and copied into the protocol appropriate to mortgages. Registration, however, does not take place unless there be a clause by which the debtor has consented to registration, and the bond be duly witnessed. If these two requisites are fulfilled, the judge orders registration to be made at once, with the result of establishing a real right over the debtor's lands. If there is no consent, a day is fixed for hearing the debtor, and intimation is appointed to be made to him. If, however, he is present in court, he is at once called on to state any objections he may have to the registration. If on the appointed day no appearance is made for the debtor, registration is granted on proof of intimation having been duly made. On the other hand, if the debtor establish that the debt has been paid or extinguished, registration is, of course, refused; if the debtor deny his signature, or state any serious exception against it, the judge gives the creditor leave to summon him in an ordinary action, and if the creditor fail so to do within three months in town, or before the next assizes in the country, the petition for registration falls. The same happens if the creditor omits to register within the time named in the warrant allowing registration. After registration has been decreed, the judge notes the fact on the bond. This registration is only effectual for ten years, before the expiry of which period the creditor must again apply to the court to have the registration renewed, or lose his priority over subsequent bonds. This provision is found to be very inconvenient, as all debts prescribe in ten years; by failing to register again he may lose all claim under the bond, if he have not otherwise claimed payment from the debtor within that period. When the debt is paid, the debtor appears in court, proves the payment, and then the judge orders the registration to be cancelled. It should be added that registration is not competent where the sum of money, or the quantity of goods for which the obligation exists, is not specific.—*Scottish Journal of Jurisprudence.*

PUBLIC COMPANIES.

AUGUST 4, 1876.

MONEY MARKET AND CITY INTELLIGENCE.

There is no alteration in the Bank rate, and the proportion of reserve to liabilities remains nearly the same as last

week. In the foreign market Egyptian stocks have advanced, but other stocks are without much change in prices. Home railways are mostly lower, the dividends of the Great Northern and Midland being respectively $\frac{1}{4}$ and 1 per cent. less than this time last year. Consols close at 96 $\frac{1}{2}$ to 96 $\frac{3}{4}$ for money and account.

At the meeting held on Thursday, the report of the London and County Banking Company for the half-year to the 30th of June was adopted. It states that, after paying all charges and allowing for rebate and for bad or doubtful debts, there is a profit of £130,988, or, with the balance brought forward, £145,719. An interim dividend at the rate of 16 per cent. will absorb £120,000 of this, leaving £25,719 to be carried forward.

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	180
Stock	Caledonian	100	124
Stock	Glasgow and South-Western	100	109
Stock	Great Eastern Ordinary Stock	100	44 $\frac{1}{2}$
Stock	Great Northern	100	132 $\frac{1}{2}$
Stock	Do., A Stock	100	132 $\frac{1}{2}$
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	111 $\frac{1}{2}$
Stock	Lancashire and Yorkshire	100	185 $\frac{1}{2}$
Stock	London, Brighton, and South Coast	100	117 $\frac{1}{2}$ x d
Stock	London, Chatham, and Dover	100	22 $\frac{1}{2}$
Stock	London and North-Western	100	146 $\frac{1}{2}$
Stock	London and South-Western	100	120
Stock	Manchester, Sheffield, and Lincoln	100	72 x d
Stock	Metropolitan	100	102 $\frac{1}{2}$ x d
Stock	Do., District	100	47
Stock	Midland	100	132 $\frac{1}{2}$
Stock	North British	100	95 $\frac{1}{2}$
Stock	North Eastern	100	157
Stock	North London	100	137
Stock	North Staffordshire	100	66
Stock	South Devon	100	69
Stock	South-Eastern	100	128 x d

* A receives no dividend until 5 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DOUGLAS—July 31, at No. 5, Stanley-place, Chester, the wife of Charles Philip Douglas, solicitor, of a son.

HAMILTON—July 28, at Cromer Hall, Norfolk, the wife of H. B. Hans Hamilton, barrister-at-law, prematurely, of a son, stillborn.

MARRIAGES.

AINSWORTH—CHEETHAM—Aug. 1, at Christ Church, Heaton Norris, Arthur Eccles Ainsworth, of Stockport, solicitor, younger son of the late T. Crooke Ainsworth, of Blackburn, solicitor, to Anna, eldest daughter of the late Charles Cheetham, of the Bowler House, Heaton Norris.

FORSTER—MASON—Aug. 1, at St. Mary's Wolverton, Francis Villiers Forster, barrister-at-law, to Harriet Susan, widow of the late J. Mason.

TOMLINSON—REID—July 29, at St. John's Episcopal Church, Dumfries, Frederic Philip Tomlinson, barrister-at-law, fifth son of the late Thomas Tomlinson, one of the benchers of the Inner Temple, to Mary, eldest daughter of the late Sir James J. Reid, of Mouswald-place, formerly member of the Supreme Council of Justice, Ionian Islands.

DEATHS.

BILLINGS—July 26, at Norwood, Thomas Billings, solicitor, late of The Park, Cheltenham, aged 80.

CORY—July 29, at No. 4, Hanover-terrace, Weymouth, Henry Cory, barrister-at-law, aged 78.

HARDY—July 30, at No. 9, Upper Avenue-road, N.W., Benjamin Hardy, Q.C., bencher of Lincoln's-inn, aged 68.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, July 28, 1876.

Stead, Williams, Charles John Tyloe, and Henry Cipriani Potter, Romney, Hants, Attorneys and Solicitors. July 29.

TUESDAY, Aug. 1, 1876.

Killeary, Gustavus Edward and Frederic Edward Killeary, 5, Fen-church buildings, Solicitors. July 31.

Winding up of Joint Stock Companies.

FRIDAY, July 28, 1876.

UNLIMITED IN CHANCERY.

Taunton and Bridgwater Permanent Benefit Building Society.—Petition for winding up, presented July 24, directed to be heard before the M.R. on Aug. 9. Surr and Co, Abchurch lane, agent for Reeves, Taunton.

LIMITED IN CHANCERY.

Direct Iron and Steel Company, Limited.—Creditors are required, on or before Sept 15, to send their names and addresses, and the par-

ticulars of their debts or claims, to William Thomas Ogden, Watling st. Wednesday, Nov. 1, at 12, is appointed for hearing and adjudicating upon the debts and claims.

General Sewage and Manure Company, Limited.—Petition for winding up, presented July 26, directed to be heard before the M.R. on Aug. 5. Raven and Co, Queen Victoria st, solicitors for the petitioner.

General Sewage and Manure Company, Limited.—Petition for winding up, presented July 27, directed to be heard before V.C. Hall on Aug. 4. Hardwick and Holmes, Leadenhall st, solicitors for the petitioner.

Portland Cement, Lime, and Purbeck Marble Company, Limited.—Petition for winding up, presented July 27, directed to be heard before the M.R. on Aug. 5. Wilkins and Blyth, St Swithin's lane, solicitors for the petitioner.

TUESDAY, Aug. 1, 1876.

LIMITED IN CHANCERY.

City United Club, Limited.—By an order made by V.C. Malins, dated July 21, it was ordered that the voluntary winding up of the above club be continued. Ashwin, Garden court, solicitor for the petitioner.

Consolidated Miners Lead Mining Company, Limited.—By an order made by V.C. Hall, dated July 21, it was ordered that the above company be wound up. Phelps and Sidgwick, Gresham st, agents for Hardy, Manchester, solicitor for the petitioners.

Sheffield Laundry Company, Limited.—V.C. Bacon has fixed Tuesday, Aug. 8, at 12, at his chambers, as the time and place for the appointment of an official liquidator.

Percy and Kelly Nickel, Cobalt, and Chromo Iron Mining Company, Limited.—The M.R. has, by an order dated June 19, appointed Charles Lee Nichols, Gresham buildings, Basinghall st, to be official liquidator. Creditors are required, on or before Oct 2, to send their names and addresses, and the particulars of their debts or claims to the above. Thursday, Nov. 2, is appointed for hearing and adjudicating upon the debts and claims.

COUNTY PALATINE OF LANCASTER.

Fire Guarantee Association, Limited.—Petition for winding up, presented Aug. 1, directed to be heard before the Vice-Chancellor, at the Assize Courts, Strangeways, Manchester, on Thursday, Aug. 10, at 10. Parker, Manchester, solicitor for the petitioners.

Fourth Union Benefit Building Society.—Petition for winding up, presented July 27, directed to be heard at St George's hall, Liverpool, on Saturday, Aug. 12. Hore and Monkhouse, Liverpool, solicitors for the petitioner.

Lancashire and Yorkshire Loan, Discount, and Deposit Company, Limited.—Petition for winding up, presented Aug. 1, directed to be heard at the Assize Courts, Strangeways, Manchester, before V.C. Little, on Thursday, Aug. 10, at 10. Pritchard and Co, Painters' hall, agents for Leigh, Manchester, solicitor for the petitioners.

Friendly Societies Dissolved.

FRIDAY, July 28, 1876.

North Cadbury Benefit Friendly Society, North Cadbury, Somerset. July 24.

Creditors under 22 & 23 Viet. cap. 38.

Last Day of Claim.

FRIDAY, July 21, 1876.

Bolton, Roger, Wigan, Lancashire, Brass Founder. Aug. 31. Wall, Wigan.

Bonelli, Cavaliere Gaetano, Turin, Italy. Aug. 22. Crump and Son, Philpot lane.

Boys, Francis Arabella, Colville terrace, Bayswater. Sept 10. Whites and Co, Budge-row, Cannon st.

Branson, Anthony Clark, Sheffield, Gent. Aug. 19. Ibbotson, Sheffield.

Brown, Christopher, Liverpool, Shipwright. Aug. 17. Clars, Liverpool.

Burt, Rev Robert Gascoyne, St. Mary, Hoo, nr Rochester, Kent.

Sept 19. Domville and Co, New sq, Lincoln's inn.

Corder, Alfred, Ipswich, Suffolk, Esq. Aug. 18. Jeevelyn and Sons.

Cutton, John, Workop, Nottingham, Timber Merchant. Sept 1.

Coulson, Workop.

Edwards, Charles, Blakenhall, Cheshire, Miller. Sept 21. Broughton and Co, Nantwich.

Ettell, Mary, Bathaston, Somerset. Sept 1. Brittan and Co, Bristol.

Foster, Ann Penn, Church st, Stoke Newington. Aug. 18. Heider and Co, Verulam buildings, Gray's inn.

Gee, Harriett, Oxford. Aug. 21. Smith, Dame's inn, Strand.

Gillet, Thomas, Preston, Lancashire, Innkeeper. Aug. 14. Dodd, Preston.

Gilson, Thomas, Lyall place, Eaton sq, Cheesemonger. Aug. 31.

Needham and Co, Manchester.

Grant, Jonathan Walton Farrington, Newcastle-upon-Tyne, Commercial Traveller. Sept 3. Bond, Newcastle-upon-Tyne.

Harrison, John, Blackburn, Lancashire, Proprietor of a Public Weighing Machine. Aug. 14. Ainsworth, Blackburn.

Hart, Mary Ann, Grayshott rd, Shaftesbury Park Estate, Battersea. Aug. 24. Rodgers, Chancery lane.

Hill, Thomas, Reddish, Lancashire, Land Surveyor. Oct 9. Evans, Ashton-under-Lyne.

Hobson, James, Isham, Northampton, Farmer. Aug. 19. Lamb, Kettering.

Hussey, Thomas, Skermott, Hambleden, Bucks. Aug. 15. Rawson, Great Marlow.

Jackson, Elizabeth, Elizabeth st, Eaton sq. Oct 2. Slack, Mount st, Grosvenor sq.

James, William, Birmingham, Accountant. Sept 1. Barlow and Smith, Birmingham.

Lamb, Daniel, Thornham Magna, Suffolk, Farmer. Sept 10. King, Walsingham-le-Willows, nr Exworth.

McLean, Peter, Hastings, Sussex, Civil Engineer. Aug. 21. Marsh, Fen court, Fenchurch st.

Newbold, Thomas, Nether-eale, Leicester, Gent. Sept 29. Fisher and Cheate, Ashby-de-la-Zouch.

Plaats, Thomas, Gough st, Poplar. Aug. 19. Gammon, Barge yard, Bucklersbury.

Prescott, Rev Charles Kenrick, Stockport, Cheshire. Sept 8. Smith, Stockport.

Procter, Thomas, Clifton, Bristol, Esq. Sept 1. Barlow and Smith, Birmingham.

Roberts, William Henry, Morpeth, Northumberland, Draper. Sept 1. Forster, Morpeth.

Stokes, Mary, Southsea, Hants. Aug 28. Goble, Fareham
Smith, Robert, Chorlton-upon-Medlock, Manchester, Machinist. Aug
24. Sutton and Elliott, Manchester
Stafford, Elizabeth, Stockport, Cheshire. July 31. Newton, Stockport
Thornley, Samuel, Birmingham, Drysalter. Sept 1. Barlow and Smith,
Birmingham
Trenerry, Elizabeth, Ipswich, Suffolk. Aug 31. Trenfield, Chipping
Sodbury
Wade, Benjamin, Ilkeston, Derby, Grocer. Aug 19. Walker, Belper
Walsley, Thomas, Blackburn, Lancashire, Gent. Aug 22. Wilkin-
son, Blackburn
Wicksteed, Alfred, Garlick hill, Upper Thames st, Acetic Acid Maker.
Aug 20. Worthington and Co, Eastcheap
Winter, Rev. John Saumarez, Weedon, Northampton Aug 31.
Winter and Co, Bedford row
Woodlall, George Alfred, Clarence terrace, Seven Sisters' rd, Holloway,
Butcher. Aug 19. Parker and Locke, Milner's buildings, Finsbury

TUESDAY, July 28, 1876.

Archer, John, Astley, nr Manchester, Farmer. Aug 5. Ramwell and
Pennington, Bolton
Averil, George, Colchester, Essex. Tailor. Aug 17. Pope, Colchester
Barrow, Richard Brigman, Eynode Hall, Derby. Sept 23.
Ladd, Matlock Bath
Beaumont, Charlotte, Birkby, Huddersfield, Yorkshire. Nov 22.
Bottomley, Huddersfield
Berger, Henry, Cleveland sq, Hyde park, Esq. Sept 112. Tamplin and
Co, Fenchurch st
Bolton, Ralph, Wigan, Lancashire, Brass Founder. Aug 31. Wall,
Wigan
Bramwell, Caroline, Bognor, Sussex. Sept 29. Arnold, Chichester
Curtiss, Thomas, Harby, Nottingham. Aug 20. Tweed and Stephen,
Lincoln
Drew, Sarah, Upper Marylebone st. Sept 20. Hughes and Sons,
Chapel st, Bedford row
Dunn, Edwin, Prestbury, nr Cheltenham, Gloucester, Gent. Aug 18.
Jenop, Cheltenham
Eastwood, Charles, Huddersfield, Yorkshire, Dyer. Nov 1. Bottomley,
Huddersfield
Gledhill, Samuel, Huddersfield, Yorkshire, Cloth Finisher. Aug 20.
Ainley, Huddersfield
Harpham, John, Swinethorpe, Lincoln, Farmer. Aug 20. Tweed and
Stephen, Lincoln
Hawkins, Jane Francis, Montagu place, Bryanston sq. Aug 31.
Hawkins, Savile row, Burlington gardens
Kay, Elizabeth, Lane Head, nr Willenhall, Stafford, Innkeeper. Sept
20. Thorne and Co, Wolverhampton
Lamotte, Emma, Bray, Berks. Sept 15. Clabon and Fearon, Great
George st, Westminster
Langton, William, Liverpool, Merchant. Sept 30. Harvey and Co,
Liverpool
Millard, John, Crookham Common, Hants. Sept 20. Smith, Lincoln's
inn fields
Moore, Edwin Robert, Chilthorne, Somerset, Gent. Sept 20. Chorley
and Crawford, Moorgate st
Penny, Hugh McKee, Salford, Lancashire, Commercial Traveller. Aug
31. Gill and Co, Manchester
Platts, Thomas, Gough st, Poplar. Aug 19. Gammon, Barge yard,
Bucklersbury
Prescott, Rev Charles Kenrick, Stockport, Cheshire. Sept 8. Smith,
Stockport
Pullen, William, Sissinghurst, Kent, Farmer. Sept 8. Farrar and
Philpott, Cranbrook
Redford, Richard, Yapton, Sussex, Yeoman. Sept 29. Arnold,
Chichester
Robey, Robert, Nottingham, Gent. Oct 20. Tweed and Stephen,
Lincoln
Scott, Christopher, Halton, nr Leeds, Farmer. Sept 1. Barr and Co,
Leeds
Shir, Henry, Cawthorne, Yorkshire, Yeoman. Aug 19. Dransfield
and Sons, Penistone
Tallerman, Jacob Moses, Brushfield st, Boot and Shoe Manufacturer.
Sept 4. Montagu, Bucklersbury
Tarrant, Harriet, Leamington Priory, Warwick. Sept 1. Oldham
and Canning, Leamington
Temple, William, Bishopstrow, Wilts Esq. Aug 10. Wakeman and
Bleack, Warminster
Thompson, Andrew, Keele, Stafford, Gent. Sept 15. Hunters and Co,
New sq, Lincoln's inn
Vevers, James, Lymn, Cheshire, Carrier. Sept 29. Hall and Son,
Manchester
West, Mary, Hunslet, Leeds. Oct 1. Bulmer and Son, Leeds
Yarwood, George, Butterworth, Lancashire, Innkeeper. Aug 31.
Doyle, Manchester

FRIDAY, July 28, 1876.

Arnold, Rev Charles Maddock, Upper Norwood, Surrey. Sept 9
Ellerton, Queen st, Chapside
Arnold, James, Woodford, Essex, Gent. Aug 31. Sheffield and Sons,
Lime st
Bardsley, John, Sale Cheshire, Gent. Sept 1. Ritson and Grandy
Manchester
Beaumont, Sarah, Ipswich, Suffolk. Aug 30. Block, Ipswich
Browne, Eliza, Bristol. Sept 14. Gribble and Gouldsmith, Bristol
Cann, Emma Margaret, Albion rd, Stoke Newington. Aug 31.
Hollins and Co, Mincing lane
Carras, Mary Ann, Moseley rd, Worcester. Aug 26. Foster,
Birmingham
Charlton, George, Middlesbrough, York, Innkeeper. Aug 12. Garbutt
and Fawcett, Stockton-on-Tees
Collinson, Thomas, Brownd, Mech Urswick, Lancashire, Yeoman.
Sept 1. Butler, Broughton-in-Furness
Crump, Rev Charles Collins, Ilracombe, Devon. Sept 30. Fox and
Co, Chancery lane
Callingham, James, Ipswich, Suffolk, Gent. Aug 30. Block, Ipswich
Heady, Richard, Stapleford, Cambridge, Merchant. Sept 29.
Wayman, Cambridge
Hegan, John, Queen's gate, Esq. Oct 31. Travers and Co, Throgmorton
st
Herbert, Thomas, Caledonian rd, Islington. Sept 30. Keighley, Iron-
monger lane

Jackson, Noble, Broughton-in-Furness, Lancashire, Gent. Sept 1.
Butler, Broughton-in-Furness
Jackson, Ursula, Elizabeth st, Eaton sq, Pimlico. Oct 2. Slack,
Mount st, Grosvenor
Jones, Jane, Whittingham Asylum, nr Preston, Lancashire. Aug 26.
Thornley and Dismore, Liverpool
Kingdon, Elizabeth, Kelso, Scotland. Sept 1. Kingsford and Co,
Essex st, Strand
Kirk, William, Leeds, Joiner. Oct 2. Bulmer and Son, Leeds.
Mitchell, William, Trowbridge, Wilts, Retired Innkeeper. Sept 1.
Rodway and Mann, Trowbridge
Moody, Arking, Winthorpe, Lincoln, Fisherman. Aug 23. Basalt,
Wainfleet
Myddelton, Rev Robert, Rhyl, Flint. Sept 30. Parry and Co,
Denbigh
Nasmith, Marian, Westbourne park place. Sept 9. Ellerton, Queen st,
Chapside
Paul, Charles Coombs, York st, Portman sq, Retired Captain Bombay
Staff Corps. Aug 28. Nisbet and Co, Lincoln's inn fields
Postheltwaite, John, Dash, Cumberland, Husbandman. Sept 13.
Bremner and Son, Liverpool
Rawlins, Louisa Maria Elizabeth, Taunton, Somerset. Aug 23.
Nisbet and Co, Lincoln's inn fields
Redhead, Henry, Hawkswell, Lancashire, Farmer. Sept 1. Butler
Broughton-in-Furness
Redhead, Matthew, Hawkswell, Lancashire, Husbandman. Sept 1.
Butler, Broughton-in-Furness
Rich, Charles, Preston, Publican. Aug 31. Brett and Craven, Man-
chester
Robinson, John, Boston, Lincoln, Grocer. Sept 13. Bailes, Boston
Tatlock, Anne, Coventry, Warwick. Sept 30. Troughton and Co,
Coventry
Thomson, Anne, Frome, Somerset. Sept 1. Hardwick and Holmes,
Leadenhall st
Troughton, Thomas Ball, Garthmyl Hall, Montgomery, Esq. Sept 30.
Troughton and Co, Coventry
Williams, Charles Kolborne Foster, Kingston-upon-Hull, Esq. Sept 15.
Capron and Co, Savile place, Conduit st
Woolen, Edward, Uxbridge, Middlesex, Solicitor. Sept 29. Woolen
and Co, Uxbridge

Bankrupts.

FRIDAY, July 28, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Alstrom, William, Old Ford, Bow, Coal Merchant. Pet July 25. Peppy.
Aug 16 at 11
Giles, Thomas, Walthamstow, Essex, Coal Merchant. Pet July 24.
Keene. Aug 15 at 11
Irwin, Lucy Hood, known as Lucy Hood Shadgett, Leinster square,
Bayswater. Pet July 26. Keene. Aug 15 at 12
Millard, George, Wyndham rd, Camberwell rd, Saddler. Pet July 26.
Keene. Aug 24 at 12
Veale, Sydney Cranford, Victoria rd, Leytonstone, Clerk in Public Com-
pany. Pet July 26. Keene. Aug 15 at 1
To Surrender in the Country.
Howard, Miller, Epping, Essex, Gent. Pet July 20. Pulley. Edmon-
ton, Aug 15 at 12
Longford, John, Cirencester, Gloucester, Tailor. Pet July 24. Towns-
end. Swindon, Aug 9 at 12
Mitchell, Samuel John, Cardiff, Grocer. Pet July 25. Langley.
Cardiff, Aug 9 at 2
Walsley, Joseph Watkin, Liverpool, Stationer. Pet July 25. Bell-
ringer. Liverpool, Aug 10 at 11
Wibberley, Henry, Abergavenny, Monmouth, General Merchant. Pet
July 28. Shepard. Tredegar, Aug 11 at 10

TUESDAY, Aug 1, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Murray, William, Lancaster rd, Notting hill. Pet July 28. Peppy.
Aug 15 at 11
To Surrender in the Country.
Blick, George, Victoria terrace, Falcon rd, Clapham Junction, Baker.
Pet July 25. Willoughby. Wandsworth, Aug 11 at 11
Burnistoun, Andrew, Grimstone Tunnel, Leicester, Ale Dealer. Pet June
29. Ingram. Leicester, Aug 17 at 12
Coulton, Henry, Forebridge, Stafford, Writing Clerk. Pet July 29.
Spilsbury. Stafford, Aug 25 at 11
Cows, John, Ivybridge, Devon, Butcher. Pet July 29. Gidley. East
Stochehouse, Aug 19 at 12
Davies, Isaac Lewis, Swansea, Glamorgan, Draper. Pet July 29. Jones.
Swansea, Aug 12 at 13
Hemphry, Henry, Eriksam, Devon, Watch Maker. Pet July 29. Gid-
ley. East Stochehouse, Aug 19 at 12
Jones, Edward, Bristol, Oil Merchant. Pet July 27. Harley. Bristol,
Aug 17 at 2
Long, Thomas, Sheffield, Ale Merchant. Pet July 27. Rodgers.
Sheffield, Aug 11 at 12
Phillips, William, Fownhope, Hereford, Labourer. Pet July 30. Cur-
less, jun. Hereford, Aug 16 at 11
Pugh, Evan, Cwmerglod, Cardigan, Gent. Pet July 20. Jenkins.
Aberystwith, Sept 2 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, July 28, 1876.

Abbott, George, East Tilbury, Essex, Cowkeeper. July 26
Cohen, Mylius, Fish st hill, Manufacturer of Chemicals. July 18
Hunter, James, Hanham, Gloucester, Nurseryman. July 18
Thomas, William Lynell, Hove, Sussex, Engineer. July 18

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 28, 1876.

Alberga, Benjamin, and David Judah Alberga, Winchester House, Old
Broad st, Merchants. Aug 15 at 1 at the Terminus Hotel, Cannon
st. Wickens, Palmerston buildings, Old Broad st
Allen, Thomas, Milton Lewis, and Frederick Rooke, Bristol Brewers.
Aug 9 at 12 at offices of Alexander and Daniel, Broad st, Bristol.
Fussell and Co, Bristol

Annable, Benjamin, Derby, Coal Merchant. Aug 14 at 1 at the Clarendon Hotel, Midland rd, Derby. Harlow, Southampton buildings, Chancery lane

Ashworth, James, Manchester, Iron Merchant. Aug 14 at 11 at offices of Hodgson, 25, lane, Manchester

Aston, Thomas, Birmingham, Commission Agent. Aug 7 at 11 at offices of Duke, Temple row, Birmingham

Baker, Edwin, Bilston, Stafford, Commission Agent. Aug 12 at 11 at offices of Bowen, Mount Pleasant, Bilston

Ball, Rev Thomas Hanley, Harehill, Warwick. Aug 16 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham

Beste, Rudolph Charles, Blythe hill rd, Forest hill, Insurance Broker's Clerk. Aug 9 at 5 at the Mason's Hall Tavern, Masons' avenue, Brompton

Bodin, Arthur Edmund, Cole-hill, Warwick, Licensed Victualler. Aug 10 at 11 at offices of Hornblower and Hadley, Waterloo st, Birmingham

Boulton, James, Bilston, Stafford, Draper. Aug 8 at 3 at offices of Rowlands, Ann st, Birmingham

Briehack, Frederick Otto Ferdinand, Green st, Bethnal green, Baker. Aug 8 at 11 at offices of Hicks, Lansdown terrace, Grove rd, Victoria park

Brierley, Eli, Farnworth, Lancashire, Finisher of Cotton Cloth. Aug 11 at 3 at offices of Fielding, Bowker's row, Bolton

Brown, Charles, Leicester, Licensed Victualler. Aug 10 at 12 at offices of Wright, Belvoir st, Leicester

Butterfield, John George, Middleborough, York, Draper. Aug 9 at 11 at the Clarence Hotel, Spring gardens, Manchester. Peacock

Carr, William, Accrington, Lancashire, Greengrocer. Aug 11 at 11 at the Crown Hotel, Blackburn rd, Accrington. Ballard, Accrington

Cheesbrough, Isaac, Leeds, Bookseller. Aug 9 at 3 at offices of Beaswick and Co, Albion st, Leeds

Clynton, John, Dates, Leeds, Bill Broker. Aug 9 at 11 at offices of Middleton and Son, Park row, Leeds

Cobb, Hannah, Sheffield, Fruit &c. Aug 9 at 12 at offices of Auld and Son, Queen st, Sheffield

Cook, Thomas, Doncaster, York, Printer. Aug 11 at 2.30 at the Red Lin Hotel, Doncaster. Badger

Cooke, William Brooks, Leicester, Ironmonger. Aug 10 at 12 at offices of Harvey, Selborne buildings, Millstone lane, Leicester

Cowan, Matthew Mitchell, Leeds, Boot Manufacturer. Aug 8 at 11 at offices of Pullan, Bank chambers, Park row, Leeds

Curnow, William, Swansea, Glamorgan, Grocer. Aug 8 at 12 at offices of John, Mount st, Swansea

Cusker, Tronice, Liverpool, Marine Store Dealer. Aug 16 at 3 at offices of Yates and Co, Water st, Liverpool

Davis, Joseph, and Mervyn Davis, Fulham rd, Stationers. Aug 12 at 11 at offices of Doyle, Carey st, Lincoln's inn

Evans, David Owen, Ferndale, Glamorgan, Grocer. Aug 15 at 12 at offices of Kosser, High st, Pontypriid

Ferrie, John, Cardiff, Baker. Aug 8 at 11 at offices of Morgan, High st, Cardiff

Fleider, William, Drummond st, Euston square, Beer Retailer. Aug 14 at 10 at offices of Eicke, Tushenish rd, St John's wood

Foster, James Godwin, Fareham, Hants, Jeweller. Aug 21 at 3 at 145, Cheapside. Goble, Fareham

Golley, Samuel, Hanley, Stafford, Bookseller. Aug 5 at 11 at the Vine Inn, Stafford. Shires, Leicester

Grayson, Alfred, Leeds, Potato Merchant. Aug 10 at 12 at offices of Edmondson, Albion st, Leeds

Herdwick, Henry, Gainsborough, Lincoln, out of business. Aug 15 at 11 at offices of Eldon, Gainsborough

Harris, George Wilkinson, Bristol, Colliery Proprietor. Aug 9 at 2 at offices of Brittan and Co, Small st, Bristol

Harrison, Edwin Davies, Leeds, out of business. Aug 14 at 2 at offices of Hale, Bank st, Leeds

Hesell, William, Kidderminster, Baker. Aug 8 at 3 at offices of Miller Corbett and Co, Baxter chambers, Church st, Kidderminster

Hodgett, John, Birmingham, Metal Dealer. Aug 10 at 3 at offices of Buller and Hickley, Bennett's hill, Birmingham

Hollier, Henry, Worthington, Cumberland, Grocer. Aug 16 at 1.30 at the Globe Hotel, Cockermouth. Atter, Whitehaven

Hopkiss, Henry, Scarborough, York, Marine Store Dealer. Aug 14 at 3 at offices of Cornwall and Watts, Queen st, Scarborough

Jamman, Alfred, Chichester, Sussex, Fishmonger. Aug 9 at 4 at offices of King, North st, Portsea

Johnson, James Thomas, Rowley Regis, Stafford, Timber Dealer. Aug 11 at 12 at offices of Griffin and Griffin, Temple row west, Birmingham

Johnson, William, Liverpool, Oil Merchant. Aug 10 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Harper, Liverpool

Jones, David, Newport, Monmouth, Draper. Aug 8 at 12 at offices of Collins, Jun, Broad st, Bristol. Brittan and Co, Bristol

Jones, Isaiah, Mednesford, Stafford, Miner. Aug 9 at 2 at offices of Creswell, New rd, Willenhall

Jones, William Edward, Treouky, Glamorgan, Chemist. Aug 11 at 2 at offices of Hollier and Williams, Church st, Pontypriid

Joye, William David, Warmminster, Wilts, Grocer. Aug 14 at 1 at the George Hotel, Bristol. Chapman and Ponting, Warmminster

Krayon, Alexander, Manchester, Wine Merchant. Aug 10 at 3 at offices of Hale and Co, Bond st, Manchester

Lane, George, Worcester, Horse Dealer. Aug 8 at 12 at offices of Meredith, College st, Worcester

Langford, William, and George Langford, Bristol, Jewellers. Aug 8 at offices of Barnard and Co, Albion chambers, Bristol. Benson and Thomas, Bristol

Lawrence, Joseph, Bloomsbury st, Bedford square, Tailor. Aug 8 at 3 at offices of Scott, King st, Cheapside

Lee, William, Ann st, Woolwich, Carpenter. Aug 8 at 3 at offices of Gregory, Buchanan chambers, Aldergate st

Mann, William Broad, Upper Wortley, nr Leeds, Painter. Aug 10 at 3 at offices of Granger, Bank st, Leeds

Mensley, Charlotte, Ester, High st, Camden town, Boot Manufacturer. Aug 11 at 12 at offices of Crump and Son, Philip lane

Miller, George, Manchester, Flannel Merchant. Aug 9 at 3 at offices of Adolphi and Warburton, King st, Manchester

Munn, James, Raglan rd, Plumstead, out of business. Aug 9 at 3 at offices of Cooper, Chancery lane

Munn, James, Bilston, Stafford, Grocer. Aug 9 at 2 at offices of Gatis, Queen st, Wolverhampton

Murphy, Peter, Kidderminster, Worcester, Hawker. Aug 9 at 3 at offices of Redgrave, Quadrant chambers, Birmingham. Crowther, Kidderminster

Noakes, Joseph, Goldsmith's row, Hackney rd, Tea Dealer. Aug 14 at 12 at 145, Cheapside. Fulcher, Graham rd, Dalston

Perry, Henry, Cullum st, Colonial Broker. Aug 16 at 2 at offices of Nutt and Co, Brabant court, Philpot lane

Pimlett, Peter, Manchester, Beer Retailer. Aug 16 at 12 at offices of Slater and Poole, Norfolk st, Manchester

Fullen, William, Arundel, Sussex, Fishmonger. Aug 9 at 1 at Dolly's Hotel, Queen's Head passage, Newgate st, Hardwick, Littlehampton

Read, Edwin, Birmingham, Provision Dealer. Aug 5 at 12 at offices of Fallows, Cherry st, Birmingham

Reeves, Harriette, Southport, Lancashire, Lodging House Keeper. Aug 21 at 4 at offices of Best, Lower King st, Manchester

Richardson, Thomas, Standish, Lancashire, out of business. Aug 11 at 11 at offices of Byrom, King st, Wigan

Roberts, David, Birkenhead, Cheshire, Draper. Aug 10 at 3 at offices of Hannan and Pugh, Duncan st, Birkenhead

Rothery, Mary, and Walter Bentley, Finch, York, Iron Founders. Aug 9 at 11.30 at the Black Bull Hotel, Minfield, York. Ibberson

Shaw, Thomas, Wakefield, York, Worsted Spinner. Aug 18 at 11 at offices of Brown and Co, Wood st, Wakefield

Staw, Walter, Elland, nr Halifax, York, Spirit Merchant. Aug 10 at 3 at the White Bull Hotel, Blackburn. Leeming

Silk, Henry, and Thomas Square May, Bristol, Watch Manufacturers. Aug 9 at 2 at the Hen and Chickens Hotel, New st, Birmingham. Salmon and Henderson, Bristol

Sisson, John, Langley Mill, Derby, Plumber. Aug 18 at 3 at offices of Belk, Middle pavement, Nottingham

Stovin, Walter, Sheffield, Coal Merchant. Aug 10 at 2 at offices of Brook and Co, Old Haymarket, Sheffield

Taylor, Samuel, Burnley, Lancashire, Auctioneer. Aug 11 at 3 at offices of Watson, Hargreaves st, Burnley. Read, Burnley

Turley, Henry, Balsall Heath, Worcester, Confectioner. Aug 7 at 12 at offices of Smith, Temple st, Birmingham

Turner, Edmund, Brighton, Sussex, Builder. Aug 16 at 4 at offices of Gells, Ship st, Brighton

Twyford, John Thomas, Stockport, Cheshire, Joiner. Aug 8 at 3 at offices of Chew and Sons, Swan st, Manchester

Varley, William Albert, and Thomas Anderson, Newcastle-upon-Tyne, Cabinet Makers. Aug 7 at 3 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne

Vendrell, Firmin, Baker st, Portman square, Hairdresser. Aug 9 at 2 at 81, Baker st, Portman square. Page

Walker, John, Stockton-on-Tees, Durham, Builder. Aug 3 at 11 at offices of Teale, Albertrd, Middleborough

Watson, William, Balsall Heath, Worcester, out of business. Aug 9 at 11 at offices of Duke, Temple row, Birmingham

Wilkinson, Christopher, Bradford, York, Stationer. Aug 7 at 3 at offices of Wilkinson, Manchester rd, Bradford

Wiltworth, William, Leeds, Currier. Aug 10 at 3 at offices of Simpson and Barrell, Albion st, Leeds

Winder, Charles, Newcastle-upon-Tyne, Organ Builder. Aug 4 at 2 at offices of Sewell, Grey st, Newcastle-upon-Tyne

Wolffman, Emil Carl Adolf, Cullum st, Commission Merchant. Aug 21 at 3 at offices of Lewis and Co, Old Jerry

Wood, George, Great Grimby, Lincoln, Bricklayer. Aug 9 at 12 at offices of Grainge and Winttingham, West St Mary's gate, Great Grimby

Wood, Rev John George, Belvedere, Kent. Aug 10 at 3 at the Belvedere Hotel, Belvedere. Kingston, Lawrence lane, Cheapside

Woolley, James Frederick, Bristol, Boot Maker. Aug 5 at 12 at offices of Clifton, Corn st, Bristol

TUESDAY, Aug. 1, 1876.

Abraham, George, St Neots, Huntingdon, Butcher. Aug 16 at 3 at offices of Wilkinson and Co, St Neots. Conquest and Clare, Bedford

Arman, Orlando, Orange place, Greenwich rd, Boot Maker. Aug 10 at 3 at offices of Scard and Son, Gracechurch st

Austin, Joseph Francis, Birkham, Cheshire, Grocer. Aug 14 at 3 at offices of Thompson and Simm, Hamilton st, Birkenhead. Downham, Birkenhead

Balmbro, Robert, Newcastle-upon-Tyne, Grocer's Porter. Aug 14 at 12 at offices of Garbutt, Collingwood st, Newcastle-upon-Tyne

Balmforth, George, Jun, and William Balmforth, Leeds, Leather Merchants. Aug 14 at 11 at offices of Middleton and Sons, Park row, Leeds

Banks, Thomas, Aston, Warwick, Jewellery Jeweller. Aug 15 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham

Barnes, John, Wakefield, York, Boot Maker. Aug 11 at 3 at offices of Lake, Southgate, Wakefield

Bateman, George Ernest, Pentonville hill, Tobaccoist. Aug 24 at 3 at offices of Holloway, Ball's Pond rd. Fenton

Beale, Joseph Foley, Ash Mount, Abbey Wood, Kent, Gent. Aug 11 at 11 at Masons' Hall Tavern, Masons' avenue. Harrison, Godman st, Doctors' commons

Bigby, John, Leicester, Tailor. Aug 19 at 12 at offices of Wright, Gal-lowtree gate, Leicester

Birch, John Hagot, Arundel square, Burnaby, Merchant's Clerk. Aug 21 at 2 at the Guildhall Tavern, Gresham st. Sharpe and Ulithorne

Bohanna, Joseph, Jun, Manchester, Wholesale News Agent. Aug 21 at 3 at offices of Grundy and Kershaw, Booth st, Manchester

Burley, John Thomas, Hoyland common, York, Grocer. Aug 15 at 10.30 at the Coach and Horses Hotel, Barnsley. Wainwright, Wakefield

Bradford, Charles Bathurst, Kingston-upon-Hull, no occupation. Aug 11 at 12 at offices of Chatham and Son, Bow ally lane, Hull

Campbell, Henry Murray, Hatten garden, Merchant. Aug 24 at 12 at offices of Crump and Son, Philip lane

Chapman, Thomas, Neville rd, Stoke Newington, Greengrocer. Aug 9 at 2 at offices of Bellgrove, Somersford grove, Stoke Newington

Charles, John, South Shields, Durham, Photographer. Aug 15 at 3 at offices of Bell, King st, South Shields

Clayton, John, Yeasdon, York, Cloth Manufacturer. Aug 15 at 3 at offices of Hewson, East parade, Leeds

Collins, George, Lofthouse, York, Contractor. Aug 17 at 12 at offices of Robinson, Houndgate, Darlington
 Collinson, Matthew Henry, Leeds, Tea Merchant. Aug 14 at 2 at offices of the Creditors' Association of Wholesale Dealers, Arthur at east. Carter and Bell, Eastcheap
 Crosswell, Thomas, Comst. Durham, Boot Maker. Aug 5 at 2 at offices of Sewell, Grey st, Newcastle-upon-Tyne
 Crooke, Richard, Newton Abbot, Devon. Aug 15 at 12.30 at the Queen's Hotel, Exeter. Hooper and Michelmores, Newton Abbot
 Davies, Charles, Master, Glamorgan, Boot Manufacturer. Aug 24 at 3 at the Grand Hotel, Bristol. Stockwood, Jun, Bridgend
 Davies, John, Wolverhampton, Stafford, Boot Maker. Aug 12 at 11 at offices of Langham, Queen st, Wolverhampton
 Drinkwater, Frederick, Kershaw, Sunderland, Durham, Draper. Aug 15 at 3 at offices of Bell, Lambton st, Sunderland
 Eaton, Richard, Jun, Forebridge, Stafford, Commission Agent. Aug 17 at 12 at the Three Tuns Inn, Stafford
 Fell, Albert, Manningham, Bradford, Silk Merchants. Aug 16 at 10 at offices of Hutchinson, Piccadilly, Bradford
 Ellis, John, and William Ellis, Sprowston, Norfolk, Boot Manufacturer. Aug 15 at 11 at offices of Miller and Co, Bank chambers, Norwich
 Flood, James, South crescent, Tottenham court rd, Advertising Agent. Aug 10 at 11 at offices of Charles, Gracechurch st
 Francis, William, Jan, and John Francis, Poole, Dorset, Tanner. Aug 16 at 12 at the London Hotel, Poole. Sparkes and Pope, Crediton
 Gardner, Thomas, Moor lane, Fore st, Box Maker. Aug 9 at 2 at offices of Whitwell, King st, Cheshire
 Gill, William, Kimberworth, York, Shopkeeper. Aug 16 at 12 at offices of Potter and Brown, High st, Rotherham
 Gothard, Richard, Cambridge terrace, Clayton rd, Peckham, Brush Maker. Aug 9 at 3 at offices of Batterell, ed, Ironmonger lane
 Grave, Fletcher, Manchester, Flannel Merchant. Aug 18 at 3 at offices of Parker, Norfolk st, Manchester
 Green, Henry Wallace, Kingston-upon-Hull, Cowkeeper. Aug 16 at 3 at offices of Summers, Manor st, Kingston-upon-Hull
 Hall, Arthur Lewis, Liverpool, Furniture Dealer. Aug 15 at 3 at offices of Ponton, Vernon st, Liverpool
 Heddon, Thomas, Darlington, Durham, Builder. Aug 17 at 11 at the Waterloo Hotel, Market place, Darlington. Wooller, Darlington
 Herley, Mary, Kenilworth, Warwick, Grocer. Aug 9 at 12 at offices of Sanderson, Church st, Warwick
 Howell, William, Gray's inn rd, Brush Maker. Aug 21 at 1 at offices of Orchard, John st, Bedford row
 Hughes, Robert Thomas, Hare st, Woolwich, Cheesemonger. Aug 16 at 11 at offices of Whale, William st, Woolwich
 Hughes, Stephen Jarrett, Worcester, Builder. Aug 14 at 11 at offices of Stallard, Pierpoint st, Worcester
 Huise, William, and John William Huise, Tanstall, Stafford, Tailors. Aug 9 at 2 at offices of Salt, Tunstall
 Humphrey, Robert, North Shields, Northumberland, Innkeeper. Aug 15 at 11 at offices of Keenleyside and Forster, Grainger st west, Newcastle-upon-Tyne
 Hunt, John, Wroughton, Wilts, General Dealer. Aug 11 at 3 at offices of Barnes, Wood st, Swindon
 Jennings, William, Woodbury, Devon, Cattle Dealer. Aug 16 at 3 at the Castle Hotel, Castle st, Exeter. Friend, Exeter
 Johnson, Edmund, Latchford, Cheshire, Ironmonger. Aug 14 at 12 at offices of Davies and Brooks, Market place, Warrington
 Jones, Frederick John, Wall st, Falcon square, Brace Manufacturer. Aug 17 at 12 at offices of Taylor and Jaquet, South st, Finsbury square
 Jones, John, Wistanow, Salop, Beer Seller. Aug 15 at 12 at the Buck's Head Inn, Churn, Shropshire
 Jones, Richard, Liverpool, Baker. Aug 14 at 2 at offices of Hughes, Lord st, Liverpool
 Kenington, Thomas, Bardney, Lincoln, Farmer. Aug 14 at 10.30 at offices of Page, Jun, Flaxengate, Lincoln
 Lewis, Hugh, Peetrasth, Anglessea, Coal Merchant. Aug 12 at 10 at offices of Roberts, High st, Bangor
 McCulloch, Frederick, Archibald Arthur MacDonald, and Sydney George Hart, South row, Covent garden, Herbalists. Aug 15 at 2 at the Guildhall Tavern, Gresham st. Stocken and Jupp, Lime st square
 McNaab, Colin, Liverpool, Refreshment House Keeper. Aug 14 at 3 at offices of Crozier and Lamb, Moorfields, Dale st, Liverpool
 Marshall, James, Blaydes-upon-Tyne, Durham, Grocer. Aug 9 at 11 at offices of Turner, Collingwood st, Newcastle-upon-Tyne
 Meredith, William, Weobly, Hertford, Miller. Aug 14 at 3 at offices of Corner, High Town, Hereford
 Morgan, David, Tredgar, Monmouth, Furnisher. Aug 14 at 2 at the Guildhall Hotel, Broad st, Bristol. Shephard, Tredgar
 Morgan, Henry, Darlington, Durham, Builder. Aug 10 at 12 at offices of Robinson, Houndgate, Darlington
 Morris, Thomas, Silverdale, Stafford, Grocer. Aug 14 at 2 at offices of Hollinshead, Tunstall
 Moss, Horace, and Henry Goldwell, Mincing lane, Wine Merchants. Aug 15 at 2 at offices of Burr and Co, Abchurch lane
 Neave, Thomas Wilson, Forest rd, Dalton, Licensed Victualler. Aug 11 at 12 at offices of Robinson, Philpot lane
 Noble, Robert, Jewry st, Crutched friars, Wine Merchant. Aug 15 at 11 at offices of Kingston, Lawrence lane, Cheshire
 Ogile, John, Bury st, St James's, no occupation. Aug 24 at 2 at offices of Elmisle and Co, Leadenhall st
 Parland, John James, Grosvenor Hotel, Victoria, Gent. Aug 25 at 2 at offices of Macleod and Co, Waterloo place, Pall mall
 Pattison, James, Stockton, Durham, Coal Dealer. Aug 14 at 12 at offices of Thompson, High st, Stockton
 Pearson, John, Runcorn, Cheshire, Haberdasher. Aug 16 at 3 at the Fatten Arms Hotel, Warrington. Ashton and Garratt, Runcorn
 Penfold, William, Brighton, Sussex, Coachsmith. Aug 17 at 3 at offices of Goodman, Prince Albert st, Brighton
 Pitt, John, Old Kent rd, Egg Dealer. Aug 12 at 12 at the Masons' Hall Tavern, Masons' avenue, Coleman st, Waring, Borough High st
 Pope, Isaac, Jun, Gloucester, Upholsterer. Aug 15 at 11 at offices of Haines, St John's lane, Gloucester
 Prentice, Richard George, Harrow, Middlesex, Grocer's Assistant. Aug 16 at 12 at Masons' Hall Tavern, Masons' avenue, Basinghall st
 Hicks, at London wall

Price, Daniel, Llandilo, Carmarthen, Labourer. Aug 14 at 10 at offices of Bishop, Llandilo
 Price, John, Blaenavon, Monmouth, Builder. Aug 17 at 12 at offices of Gardner, Abercromby
 Redhead, William Lancelot, Lombard st, Coal Factor. Aug 8 at 3 at offices of Kelly, Brabant court
 Reynolds, William Alsop, Oxford, Builder. Aug 15 at 12 at offices of Bickerton, St Michael's chambers, Ship st, Oxford
 Richards, Emma, Parbola, Cornwall, Farmer. Aug 12 at 12 at offices of Cock, Coombs lane, Pydar st, Truro
 Riggs, Robert, Kendal, Westmorland, Cabinet Maker. Aug 21 at 11 at offices of Watson, Highgate, Kent
 Rose, George, Archer st, Bayswater, Butcher. Aug 9 at 2 at offices of Howes, Stapleton, Holborn
 Rutter, John Thornton, Langley Moor, Durham, Builder. Aug 9 at 11 at the County Ho el, Durham. Brignall, Jun, Durham
 Sanders, George, Holloway rd, Grocer. Aug 14 at 3 at the offices of the Creditors' Association of Wholesale Dealers, Arthur at east. May and Co, Adelaide place
 Seager, William, Cardiff, Glamorgan, Builder. Aug 11 at 11 at 30, High st, Cardiff. Spencer
 Sibcox, Charles Edmund, Bath, Hairdresser. Aug 9 at 11 at 1, Harrington place, Bath. Cruttwell
 Silver, Thomas, Elgin crescent, Notting hill, Civil Engineer. Aug 16 at 2 at offices of Dalton and Jessett, St Clement's House, Clement's lane, Lombard st
 Smith, George, Nottingham, Lace Manufacturer. Aug 15 at 3 at the Assembly Rooms, Low pavement, Nottingham. Cranch and Scrouz, Nottingham. Martin, Mitre chambers, Fenchurch st
 Smith, Henry, Leadenhall market, Poulterer. Aug 10 at 2 at 143, Cheshire
 Smith, James, Thaysdon Bois, Essex, Cattle Dealer. Aug 14 at 3 at offices of Thwaite, Basinghall st. Fulcher, Graham rd, Dalton
 Smith, Samuel, Bedworth, Warwick, Baker. Aug 14 at 12 at offices of Blend, Bridge st, Nuneaton
 Stanser, Samuel Nunnersley, Nantwich, Cheshire, Grocer. Aug 16 at 2 at offices of Lisie, Nantwich
 Stockwell, George Thomas, Dunster, Somerset, Surgeon. Aug 11 at 12 at offices of Milne and Co, Abdon chambers, Bristol. Watkins, Dunster
 Swarbrick, James William, Preston, Lancashire, Tea Dealer. Aug 17 at 2.30 at offices of Edalston, Winkley st, Preston
 Tapp, Charles, Doncaster, York, Manufacturing Chemist. Aug 11 at 11 at offices of Pasgan, Baxter gate, Doncaster
 Taylor, David, Huddersfield, York, Rag Manufacturer. Aug 17 at 3 at offices of Leary and Co, Buxton rd, Huddersfield
 Taylor, Alfred Edwin, Shipley, York, Watch Maker. Aug 13 at 10 at offices of Peel and Gaunt, Chapel lane, Bradford
 Thomas, Henry, Underford, Gloucester, Draper. Aug 16 at 2 at the Grand Hotel, Broad st, Bristol. Williams, Monmouth
 Todd, John, Preston, Lancashire, Linen Manufacturer. Aug 17 at 3 at the Shelly Arms Hotel, Fishergate, Preston. Dodd, Preston
 Trethowan, Henry Stevens, Falmouth, Cornwall, Ship Builder. Aug 16 at 3 at the Royal Hotel, Falmouth. Genn and Nalder
 Trevor, William Durant, Cardiff, Glamorgan, Clothier. Aug 15 at 12 at offices of Morris, High st, Cardiff
 Truelove, Frederick, Mexborough, York, Blacksmith. Aug 10 at 2 at offices of Badgers and Rhodes, High st, Rotherham
 Turner, Robert, Durham, Tailor. Aug 14 at 11 at offices of Tilley, Norfolk st, Sunderland
 Van Praagh, Lawrence, Gower st, Jeweller. Aug 9 at 3 at offices of Chapman and Lee, Gresham buildings, Basinghall st
 Walkden, Thomas, Over Darwen, Lancashire, Draper. Aug 14 at 11 at offices of Hindle, Bolton rd, Over Darwen
 Warren, Edward, Hemel Hempstead, Hertford, Baker. Aug 9 at 11.30 at offices of Bullock, Great Berkhamstead
 Watts, William Frederick, Manor st, Clapham, Optician. Aug 15 at 12 at offices of Parsons, Thavies inn, Holborn circus
 Wheeler, Mark, Ford's market, Chatsworth rd, Hackney, Grocer. Aug 14 at 2 at offices of Eastard, Brabant court, Philpot lane
 White, Joseph, Cumberland rd, Builder. Aug 16 at 12 at the Guildhall Tavern, Gresham st. Shearman, Gresham st
 Williams, Peter, Liverpool, Tailor. Aug 14 at 2 at offices of Brown, Dale st, Liverpool
 Williams, Rees, Ffowc fach, Glamorgan, Mason. Aug 22 at 3 at offices of Glasindio, Fisher st, Swansea
 Wilson, Henry, Newcastle-upon-Tyne, Northumberland, Hatter. Aug 22 at 11, Newcastle. Cliff
 Wisdley, John, Barton, Lancashire, Innkeeper. Aug 17 at 3 at offices of Holmes and Co, Norfolk st, Manchester
 Wood, James, Warrington, Lancashire, Baker. Aug 17 at 11 at offices of Ridgway and Worsley, Curo st, Warrington
 Wright, Rev Edward, Avonside, Somerset. Aug 17 at 12 at 13, Queen square, Bath. King

EDE AND SON.

ROBE MAKERS.



BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench Corporation of London, &c.

SOLICITORS' AND REGISTRARS' GOWNS.

BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.

CORPORATION ROBES. VERNITY & CLERGY BOWNS &c

ESTABLISHED 1669.

94, CHANCERY LANE, LONDON.